

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 10-K**

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from: April 29, 2013 to December 29, 2013

Commission file number: **1-15321**

**Smithfield**

**SMITHFIELD FOODS, INC.**

(Exact name of registrant as specified in its charter)

---

**Virginia**

(State or other jurisdiction of incorporation or organization)

**200 Commerce Street  
Smithfield, Virginia**

(Address of principal executive offices)

---

**52-0845861**

(I.R.S. Employer Identification No.)

---

**23430**

(Zip Code)

**(757) 365-3000**

(Registrant's telephone number, including area code)

---

**Securities registered pursuant to Section 12(b) of the Act:**  
**None**

**Securities registered pursuant to Section 12(g) of the Act:**  
**None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of October 27, 2013, the last business day of the registrant's most recently completed second fiscal quarter, there was no established public trading market for the common stock of the registrant and therefore, an aggregate market value of the registrant's shares is not determinable.

At March 18, 2014, 1,000 shares of the registrant's Common Stock (no par value per share) were outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

None

**SMITHFIELD FOODS, INC.**  
**TABLE OF CONTENTS**

	PAGE
<b>PART I</b>	
ITEM 1. <a href="#"><u>Business</u></a>	<u>3</u>
ITEM 1A. <a href="#"><u>Risk Factors</u></a>	<u>13</u>
ITEM 1B. <a href="#"><u>Unresolved Staff Comments</u></a>	<u>20</u>
ITEM 2. <a href="#"><u>Properties</u></a>	<u>21</u>
ITEM 3. <a href="#"><u>Legal Proceedings</u></a>	<u>23</u>
ITEM 4. <a href="#"><u>Mine Safety Disclosures</u></a>	<u>23</u>
<a href="#"><u>Executive Officers of the Registrant</u></a>	<u>24</u>
<b>PART II</b>	
ITEM 5. <a href="#"><u>Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</u></a>	<u>25</u>
ITEM 6. <a href="#"><u>Selected Financial Data</u></a>	<u>26</u>
ITEM 7. <a href="#"><u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u></a>	<u>29</u>
ITEM 7A. <a href="#"><u>Quantitative and Qualitative Disclosures About Market Risk</u></a>	<u>64</u>
ITEM 8. <a href="#"><u>Financial Statements and Supplementary Data</u></a>	<u>65</u>
ITEM 9. <a href="#"><u>Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</u></a>	<u>129</u>
ITEM 9A. <a href="#"><u>Controls and Procedures</u></a>	<u>129</u>
ITEM 9B. <a href="#"><u>Other Information</u></a>	<u>129</u>
<b>PART III</b>	
ITEM 10. <a href="#"><u>Directors, Executive Officers and Corporate Governance</u></a>	<u>130</u>
ITEM 11. <a href="#"><u>Executive Compensation</u></a>	<u>130</u>
ITEM 12. <a href="#"><u>Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</u></a>	<u>130</u>
ITEM 13. <a href="#"><u>Certain Relationships and Related Transactions, and Director Independence</u></a>	<u>130</u>
ITEM 14. <a href="#"><u>Principal Accounting Fees and Services</u></a>	<u>130</u>
<b>PART IV</b>	
ITEM 15. <a href="#"><u>Exhibits and Financial Statement Schedules</u></a>	<u>131</u>
<a href="#"><u>Signatures</u></a>	<u>136</u>

## PART I

### ITEM 1. BUSINESS

#### GENERAL DEVELOPMENT OF BUSINESS

Smithfield Foods, Inc., together with its subsidiaries (the "Company," "Smithfield," "we," "us" or "our"), began as a pork processing operation called The Smithfield Packing Company, founded in 1936 by Joseph W. Luter and his son, Joseph W. Luter, Jr. Through a series of acquisitions starting in 1981, we have become the largest pork processor and hog producer in the world.

We produce and market a wide variety of fresh meat and packaged meats products both domestically and internationally. We operate in a cyclical industry and our results are affected by fluctuations in commodity prices. Additionally, some of the key factors influencing our business are customer preferences and demand for our products; our ability to maintain and grow relationships with customers; the introduction of new and innovative products to the marketplace; accessibility to international markets for our products including the effects of any trade barriers; and operating efficiencies of our facilities.

We conduct our operations through four reportable segments: Pork, Hog Production, International and Corporate, each of which is comprised of a number of subsidiaries, joint ventures and other investments. A fifth reportable segment, the Other segment, contains the results of our former turkey production operations and our previous 49% interest in Butterball, LLC (Butterball), which were sold in December 2010. The Pork segment consists mainly of our three wholly owned U.S. fresh pork and packaged meats subsidiaries: The Smithfield Packing Company, Inc. (Smithfield Packing), Farmland Foods, Inc. (Farmland Foods) and John Morrell Food Group (John Morrell). The Hog Production segment consists of our hog production operations located in the U.S. The International segment is comprised mainly of our meat processing and distribution operations in Poland, Romania and the United Kingdom, our interests in meat processing operations, mainly in Western Europe and Mexico, our hog production operations located in Poland and Romania and our interests in hog production operations in Mexico. The Corporate segment provides management and administrative services to support our other segments.

#### WH Group Merger

On September 26, 2013 (the Merger Date), pursuant to the Agreement and Plan of Merger dated May 28, 2013 (the Merger Agreement) with WH Group Limited, formerly Shuanghui International Holdings Limited, a corporation formed under the laws of the Cayman Islands hereinafter referred to as WH Group, the Company merged with Sun Merger Sub, Inc., a Virginia corporation and wholly owned subsidiary of WH Group (Merger Sub), in a transaction hereinafter referred to as the Merger. As a result of the Merger, the Company survived as a wholly owned subsidiary of WH Group.

Upon completion of the Merger, all outstanding shares of Smithfield were cancelled and the Company's shareholders received \$34.00 in cash (the Merger Consideration) for each share of common stock held prior to the effective time of the Merger. In addition, all outstanding stock-based compensation awards, both vested and unvested, were converted into the right to receive the Merger Consideration, less the exercise price of such awards, if any.

In connection with the Merger, Merger Sub issued \$500.0 million aggregate principal amount of 5.25% senior notes due August 1, 2018 and \$400.0 million aggregate principal amount of 5.875% senior notes due August 1, 2021 (together, the Merger Sub Notes). Merger Sub incurred \$20.4 million in transaction fees in connection with the issuance of the Merger Sub Notes, which are being amortized over the life of the Merger Sub Notes. As a result of the Merger and the transactions entered into in connection therewith, we have assumed the liabilities and obligations of Merger Sub, including Merger Sub's obligations under the Merger Sub Notes. Proceeds from the Merger Sub Notes were held in escrow prior to the Merger Date and used to fund a portion of the total consideration paid, repay certain outstanding debt of the Company and pay certain transaction fees associated with the Merger.

The Merger enables Smithfield to continue to execute on its strategic priorities while maintaining brand excellence and its commitment to environmental stewardship and animal welfare. We have established Smithfield as the world's leading vertically integrated pork processor and hog producer with best-in-class operations and outstanding food safety practices. Operationally, we have become part of an enterprise that shares our belief in global opportunities and our commitment to the highest standards of product safety and quality. With our shared expertise and leadership, we expect to accelerate a global expansion strategy as part of WH Group.

On January 16, 2014, in connection with the consummation of the Merger, the Company elected to change its fiscal year end from the 52 or 53 week period which ends on the Sunday nearest to April 30 to the 52 or 53 week period which ends on the Sunday nearest to December 31. Unless otherwise noted, all references to "fiscal" in this report refer to the twelve-month fiscal year, which as of and prior to April 29, 2013 ended on the Sunday nearest to April 30, and beginning after December 29, 2013 ends on the Sunday nearest December 31 of each year. This Form 10-K covers the transition period of April 29, 2013 through December 29, 2013 (the Transition Period).

## **Acquisition**

### *Kansas City Sausage, LLC*

In May 2013, we acquired a 50% interest in Kansas City Sausage Company, LLC (KCS), for \$36.0 million in cash. Upon closing, in addition to the cash purchase price, we advanced \$10.0 million to the seller in exchange for a promissory note, which is secured by the remaining membership interests in KCS held by the seller. Additionally, we entered into a revolving loan agreement with KCS, under which we agreed to make loans from time to time up to an aggregate principal amount of \$20.0 million. The aggregate amount of any obligations incurred under the revolving loan agreement is secured by a first priority security interest in all of the assets of KCS.

KCS is a leading U.S. sausage producer and sow processor. We intend to merge KCS's low-cost, efficient operations and high-quality products with our strong brands and sales and marketing team to continue to grow our packaged meats business. The venture will operate in Des Moines, Iowa and Kansas City, Missouri. In Des Moines, the venture will produce premium raw materials for sausage, as well as value-added products, including boneless hams and hides. The Kansas City plant is a modern sausage processing facility and is designed for optimum efficiency to provide retail and foodservice customers with high quality products. With our strong ongoing focus on building our packaged meats business, and our access to 15% of the U.S. sow population, this joint venture is a logical fit for the Company. It will provide a growth platform in two key packaged meats categories — breakfast sausage and dinner sausage — and will allow us to expand our product offerings to our customers. These categories represent over \$4.0 billion in retail and foodservice sales annually.

## **DESCRIPTION OF SEGMENTS**

### **Pork Segment**

The Pork segment consists mainly of three wholly-owned U.S. fresh pork and packaged meats subsidiaries: Smithfield Packing, Farmland Foods and John Morrell. The Pork segment produces a wide variety of fresh pork and packaged meats products in the U.S. and markets them nationwide and to numerous foreign markets, including China, Japan, Mexico, Russia and Canada. The Pork segment currently operates approximately 40 processing plants. We process hogs at eight plants (five in the Midwest and three in the Southeast), with an aggregate slaughter capacity of approximately 113,000 hogs per day. In the Transition Period, the Pork segment processed approximately 19.3 million hogs.

The Pork segment sold approximately 2.6 billion pounds of fresh pork in the Transition Period. A substantial portion of our fresh pork is sold to retail customers as unprocessed, trimmed cuts such as butts, loins (including roasts and chops), picnics and ribs.

The Pork segment also sold approximately 1.9 billion pounds of packaged meats products in the Transition Period. We produce a wide variety of packaged meats, including smoked and boiled hams, bacon, sausage, hot dogs (pork, beef and chicken), deli and luncheon meats, specialty products such as pepperoni, dry meat products, and ready-to-eat, prepared foods such as pre-cooked entrees and pre-cooked bacon and sausage. We market our domestic packaged meats products under a number of labels including the following core brand names: Smithfield, Farmland, John Morrell, Gwaltney, Armour, Eckrich, Margherita, Carando, Kretschmar, Cook's, Curly's and Healthy Ones. We also sell a substantial quantity of packaged meats as private-label products.

Our product lines also include leaner fresh pork products as well as lower-fat and lower-salt packaged meats. We also market a line of lower-fat, value-priced luncheon meats, smoked sausage and hot dogs, as well as fat-free deli hams and 40% lower-fat bacon.

The following table shows the percentages of Pork segment revenues derived from packaged meats products and fresh pork for the periods indicated.

	The Transition Period	Fiscal Year Ended		
		April 28, 2013	April 29, 2012	May 1, 2011
Packaged meats		56%	56%	54%
Fresh pork <sup>(1)</sup>		44	46	44
		<u>100%</u>	<u>100%</u>	<u>100%</u>

<sup>(1)</sup> Includes by-products and rendering.

In the Transition Period, export sales comprised approximately 14% of the Pork segment's volumes and approximately 12% of the segment's revenues.

### Hog Production Segment

As a complement to our Pork segment, we have vertically integrated into hog production and are the world's largest hog producer. The Hog Production segment consists of our hog production operations located in the U.S. The Hog Production segment operates numerous hog production facilities with approximately 894,000 sows producing about 16.2 million market hogs annually.

The profitability of hog production is directly related to the market price of live hogs and the cost of feed grains such as corn and soybean meal. The Hog Production segment generates higher profits when hog prices are high and feed grain prices are low, and lower profits (or losses) when hog prices are low and feed grain prices are high. We believe that the Hog Production segment furthers our strategic initiative of vertical integration and reduces our exposure to fluctuations in profitability historically experienced by the pork processing industry. In addition, with the importance of food safety to the consumer, our vertically integrated system provides increased traceability from conception of livestock to consumption of the pork product.

The following table shows the percentages of Hog Production segment revenues derived from hogs sold internally and externally and other products for the periods indicated.

	The Transition Period	Fiscal Year Ended		
		April 29 - December 29, 2013	April 28, 2013	April 29, 2012
Internal hog sales		80%	76%	80%
External hog sales		13	14	17
Other products <sup>(1)</sup>		7	10	3
		<u>100%</u>	<u>100%</u>	<u>100%</u>

<sup>(1)</sup> Consists primarily of grains, feed and gains (losses) on derivatives.

### Genetics

We own certain genetic lines of breeding stock which are marketed using the name Smithfield Premium Genetics (SPG). The Hog Production segment makes extensive use of these genetic lines, with approximately 894,000 SPG breeding sows. In addition, we have sublicensed some of these rights to some of our strategic hog production partners. In the Transition Period, we produced approximately 10.9 million market hogs from SPG breeding stock.

### *Hog production operations*

We use advanced management techniques to produce premium quality hogs on a large scale at a low cost. We develop breeding stock, optimize diets for our hogs at each stage of the growth process, process feed for our hogs and design hog containment facilities. We believe our economies of scale and production methods, together with our use of the advanced SPG genetics, make us a low cost producer of premium quality hogs. We also utilize independent farmers and their facilities to raise hogs produced from our breeding stock. Under multi-year contracts, a farmer provides the initial facility investment, labor and front line management in exchange for a service fee. In the Transition Period, approximately 74% of our market hogs were finished on contract farms.

### **International Segment**

The International segment includes our meat processing and distribution operations in Poland, Romania and the United Kingdom, our interests in meat processing operations, mainly in Western Europe and Mexico, our hog production operations located in Poland and Romania and our interests in hog production operations in Mexico. Our international meat processing operations produce a wide variety of fresh pork, beef, poultry and packaged meats products, including cooked hams, sausages, hot dogs, bacon and canned meats. Our noncontrolling interests in international meat processing operations include a 37% interest in the common stock of Campofrío Food Group (CFG), a leading European packaged meats company headquartered in Madrid, Spain, and one of the largest worldwide with annual sales of approximately \$2.5 billion.

The following table shows the percentages of International segment revenues derived from packaged meats, fresh meats and hog production for the periods indicated.

	The Transition Period		Fiscal Year Ended	
	April 29 - December 29, 2013	April 28, 2013	April 29, 2012	May 1, 2011
Packaged meats	44%	49%	46%	47%
Fresh meats <sup>(1)</sup>	55	50	53	53
Hog production <sup>(2)</sup>	1	1	1	—
	100%	100%	100%	100%

<sup>(1)</sup> Includes feathers, by-products and rendering

<sup>(2)</sup> Includes external hog sales and feed

The International segment has sales denominated in foreign currencies and, as a result, is subject to certain currency exchange risk. See "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Derivative Financial Instruments" for a discussion of our foreign currency hedging activities.

### **SEGMENTS IN GENERAL**

#### **Sources and Availability of Raw Materials**

Feed grains, including corn, soybean meal and wheat, are the primary raw materials of our hog production operations. These grains are readily available from numerous sources at competitive prices. We generally purchase corn and soybean meal through forward purchase contracts. Historically, grain prices have been subject to fluctuations and have escalated in recent years due to increased worldwide demand.

Live hogs are the primary raw materials of the Pork segment and our meat processing operations in the International segment. Historically, hog prices have been subject to substantial fluctuations. Hog supplies, and consequently prices, are affected by factors such as corn and soybean meal prices, weather and farmers' access to capital. Hog prices tend to rise seasonally as hog supplies decrease during the hot summer months and tend to decline as supplies increase during the fall. This tendency is due to lower farrowing performance during the winter months and slower animal growth rates during the hot summer months.

The Pork segment purchased approximately 49% of its U.S. live hog requirements from the Hog Production segment in the Transition Period. In addition, we have established multi-year agreements with Maxwell Foods, Inc. and Prestage Farms, Inc., which provide us with a stable supply of high-quality hogs at market-indexed prices. These producers supplied approximately 12% of hogs processed by the Pork segment in the Transition Period. We also purchase hogs on a daily basis at our Southeastern and Midwestern processing plants and our company-owned buying stations in the Southeast and Midwest.

Like the Pork segment, live hogs are the primary raw materials of our meat processing operations in the International segment with the primary source of hogs being our hog production operations located in Poland and Romania. Our meat processing operations in the International segment purchased approximately 74% of its live hog requirements from our hog production operations located in Poland and Romania in the Transition Period.

We also purchase fresh pork from other meat processors to supplement our processing requirements. Additional purchases include raw beef, poultry and other meat products that are added to sausages, hot dogs and luncheon meats. Those meat products and other materials and supplies, including seasonings, smoking and curing agents, sausage casings and packaging materials, are readily available from numerous sources at competitive prices.

#### **Nutrient Management and Other Environmental Issues**

Our hog production facilities have been designed to meet or exceed all applicable zoning and other government regulations. These regulations require, among other things, maintenance of separation distances between farms and nearby residences, schools, churches, public use areas, businesses, rivers, streams and wells and adherence to required construction standards.

Hog production facilities generate significant quantities of manure, which must be managed properly to protect public health and the environment. We believe that we use the best technologies currently available and economically feasible for the management of swine manure, which require permits under state, and in some instances, federal law. The permits impose standards and conditions on the design and operation of the systems to protect public health and the environment, and can also impose nutrient management planning requirements depending on the type of system utilized. The most common system of swine manure management employed by our hog production facilities is the lagoon and spray field system, in which lined earthen lagoons are utilized to treat the manure before it is applied to agricultural fields by spray application. The nitrogen and phosphorus in the treated manure serve as a crop fertilizer.

We follow a number of other policies and protocols to reduce the impact of our hog production operations on the environment, including: the employment of environmental management systems; ongoing employee training regarding environmental controls; walk-around inspections at all sites by trained personnel; formal emergency response plans that are regularly updated; and collaboration with manufacturers regarding testing and developing new equipment. For further information see "Regulation" below.

#### **Customers and Marketing**

Our fundamental marketing strategy is to provide quality and value to the ultimate consumers of our fresh pork, packaged meats and other meat products. We have a variety of consumer advertising and trade promotion programs designed to build awareness and increase sales distribution and penetration. We also provide sales incentives for our customers through rebates based on achievement of specified volume and/or growth in volume levels.

We have significant market presence, both domestically and internationally, where we sell our fresh pork, packaged meats and other meat products to national and regional supermarket chains, wholesale distributors, the foodservice industry (fast food, restaurant and hotel chains, hospitals and other institutional customers), export markets and other further processors. We use both in-house salespersons as well as independent commission brokers to sell our products. In the Transition Period, we sold our products to more than 3,200 customers, none of whom accounted for as much as 10% of consolidated revenues. We have no significant or seasonally variable backlog because most customers prefer to order products shortly before shipment and, therefore, do not enter into formal long-term contracts.

## **Methods of Distribution**

We use a combination of private fleets of leased tractor trailers and independent common carriers and owner operators to distribute live hogs, fresh pork, packaged meats and other meat products to our customers, as well as to move raw materials between plants for further processing. We coordinate deliveries and use backhauling to reduce overall transportation costs. In the U.S., we distribute products directly from some of our plants and from leased distribution centers primarily in Missouri, Pennsylvania, North Carolina, Virginia, Kansas, Wisconsin, Indiana, Illinois, California, Iowa, Nebraska and Texas. We also operate distribution centers adjacent to our plants in Bladen County, North Carolina, Sioux Falls, South Dakota and Crete, Nebraska. Internationally, we distribute our products through a combination of leased and owned warehouse facilities.

## **Trademarks**

We own and use numerous marks, which are registered trademarks or are otherwise subject to protection under applicable intellectual property laws. We consider these marks and the accompanying goodwill and customer recognition valuable and material to our business. We believe that registered trademarks have been important to the success of our branded fresh pork and packaged meats products. In a number of markets, our brands are among the leaders in select product categories.

## **Seasonality**

The meat processing business is somewhat seasonal in that, traditionally, the periods of higher sales for hams are the holiday seasons such as Christmas, Easter and Thanksgiving, and the periods of higher sales for smoked sausages, hot dogs and luncheon meats are the summer months. The Pork segment typically builds substantial inventories of hams in anticipation of its seasonal holiday business. In addition, the Hog Production segment experiences lower farrowing performance during the winter months and slower animal growth rates during the hot summer months resulting in a decrease in hog supplies in the summer and an increase in hog supplies in the fall.

## **Competition**

The protein industry is highly competitive. Our products compete with a large number of other protein sources, including chicken, beef and seafood, but our principal competition comes from other pork processors.

We believe that the principal competitive factors in the pork processing industry are price, product quality and innovation, product distribution and brand loyalty. Some of our competitors are more diversified than us, especially now that we have sold our beef and turkey operations. To the extent that their other operations generate profits, these more diversified competitors may be able to support their meat processing operations during periods of low or negative profitability.

## **Research and Development**

We conduct continuous research and development activities to develop new products and to improve existing products and processes. We incurred expenses on company-sponsored research and development activities of \$55.1 million, \$80.9 million, \$75.9 million and \$47.0 million in the Transition Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively.

## **FINANCIAL INFORMATION ABOUT SEGMENTS**

Financial information for each reportable segment, including revenues, operating profit and total assets, is disclosed in Note 15—Reportable Segments in “Item 8. Financial Statements and Supplementary Data.”

## **RISK MANAGEMENT AND HEDGING**

We are exposed to market risks primarily from changes in commodity prices, as well as interest rates and foreign exchange rates. To mitigate these risks, we utilize derivative instruments to hedge our exposure to changing prices and rates. For further information see “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations—Derivative Financial Instruments.”

## **REGULATION**

### **Regulation in General**

Like other participants in the industry, we are subject to various laws and regulations administered by federal, state and other government entities, including the United States Environmental Protection Agency (EPA) and corresponding state agencies, as well as the United States Department of Agriculture, the Grain Inspection, Packers and Stockyard Administration, the United States Food and Drug Administration, the United States Occupational Safety and Health Administration, the Commodities and Futures Trading Commission and similar agencies in foreign countries.

From time to time, we receive notices and inquiries from regulatory authorities and others asserting that we are not in compliance with particular laws and regulations. In some instances, litigation ensues. In addition, individuals may initiate litigation against us.

Many of our facilities are subject to environmental permits and other regulatory requirements, violations of which are subject to civil and criminal sanction. In some cases, third parties may also have the right to sue to enforce compliance.

We use internationally recognized management systems to manage many of our regulatory programs. For example, we use the International Organization for Standardization (ISO) 14001:2004 standard to manage and optimize environmental performance, and we were the first in the industry to achieve ISO 14001:2004 certification for our hog production and processing facilities. ISO guidelines require a long-term management plan integrating regular third-party audits, goal setting, corrective action, documentation, and executive review. Our Environmental Management System (EMS), which conforms to the ISO 14001:2004 standard, addresses the significant environmental aspects of our operations, provides employee training programs and facilitates engagement with local communities and regulators. Most importantly, the EMS allows the collection, analysis and reporting of relevant environmental data to facilitate our compliance with applicable environmental laws and regulations.

### **Water**

In March 2011, the U.S. Court of Appeals for the Fifth Circuit overturned EPA's November 2008 rule requiring that confined animal feeding operations (CAFOs) that "discharge or propose to discharge" apply for permit coverage under the Clean Water Act's National Pollutant Discharge Elimination System (NPDES). The Fifth Circuit's decision (which held that only discharging CAFOs have a duty to apply for NPDES permit coverage) has clarified the extent of our obligations under the NPDES permit program. EPA has not yet proposed or finalized a rule in response to the Fifth Circuit's decision, and it is not clear whether any such action may attempt to impose additional obligations on our hog production operations.

### **Air**

During calendar year 2002, the National Academy of Sciences (the Academy) undertook a study at EPA's request to assist EPA in considering possible future regulation of air emissions from animal feeding operations. The Academy's study identified a need for more research and better information, but also recommended implementing without delay technically and economically feasible management practices to decrease emissions. Further, our hog production subsidiaries have accepted EPA's offer to enter into an administrative consent agreement and order with owners and operators of hog farms and other animal production operations. Under the terms of the consent agreement and order, participating owners and operators agreed to pay a penalty, contribute towards the cost of an air emissions monitoring study and make their farms available for monitoring. In return, participating farms have been given immunity from federal civil enforcement actions alleging violations of air emissions requirements under certain federal statutes, including the Clean Air Act. Pursuant to our consent agreement and order, we paid a \$100,000 penalty to EPA. Premium Standard Farm, Inc.'s (PSFs) (now Murphy-Brown of Missouri LLC's ) Texas farms and company-owned farms in North Carolina also agreed to participate in this program. The National Pork Board, of which we are a member and financial contributor, paid the costs of the air emissions monitoring study on behalf of all hog producers, including us, out of funds collected from its members in previous years. The cost of the study for all hog producers was approximately \$6.0 million. Monitoring under the study began in the spring 2007 and ended in the winter 2010. EPA made the data available to the public in January 2011 and also issued a Call for Information seeking additional emissions data to ensure it considers the broadest range of available scientific data as it develops improved methodologies for estimating emissions. EPA will review the data to develop emissions estimating methodologies where site-specific information is unavailable. In March 2012, EPA made available draft emission estimation methodologies for broilers and swine and dairy feedings operations for public comment. EPA has not announced when it expects to finalize the methodologies. New regulations governing air emissions from animal agriculture operations are likely to emerge from the monitoring program undertaken pursuant to the consent agreement and order. There can be no assurance that any new regulations that may be

proposed to address air emissions from animal feeding operations will not have a material adverse effect on our financial position or results of operations.

#### **Greenhouse Gases (GHGs) and Climate Change**

In calendar year 2009, EPA finalized its Mandatory Reporting of Greenhouse Gases (GHGs) rule, which requires owners or operators of certain facilities (including facilities that contain a manure management system) that emit at least 25,000 metric tons or more of GHGs per year to report their emissions. Although EPA has not been implementing the rule as it applies to manure management systems due to a congressional restriction prohibiting the expenditure of funds for this purpose, there is no assurance that this prohibition will not be lifted in the future. Should that occur, the rule would impose additional costs on our hog production operations; however, it is not expected that such costs would have a material adverse effect on our hog production operations.

The EPA finalized regulations in calendar year 2010 under the Clean Air Act, which may trigger new source review and permitting requirements for certain sources of GHG emissions. Beginning in early 2011, when GHG emissions standards for light-duty vehicles took effect, permits issued under the Clean Air Act permitting programs for large stationary sources of air pollution - the Prevention of Significant Deterioration (PSD) and the Title V Operating Permit Programs - must address GHGs. In April 2012, EPA issued the GHG Tailoring Rule to ensure that only the largest sources of GHGs, those responsible for 70 percent of the GHG pollution from stationary sources, would require air permits.

As in virtually every industry, GHG emissions occur at several points across our operations, including production, transportation and processing. Compliance with future legislation, if any, and compliance with currently evolving regulation of GHGs by EPA and the states may result in increased compliance costs, capital expenditures, and operating costs. In the event that any future compliance requirements at any of our facilities require more than the sustainability measures that we are currently undertaking to monitor emissions and improve our energy efficiency, we may experience significant increases in our costs of operation. Such costs may include the cost to purchase offsets or allowances and costs to reduce GHG emissions if such reductions are required. These regulatory changes may also lead to higher cost of goods and services which may be passed on to us by suppliers.

As an agriculture-based company, changes to the climate and weather patterns could also affect key inputs to our business as the result of shifts in temperatures, water availability, precipitation, and other factors. Both the cost and availability of corn and other feed crops, for example, could be affected. The regulation or taxation of carbon emissions could also affect the prices of commodities, energy, and other inputs to our business. We believe there could also be opportunities for us as a result of heightened interest in alternative energy sources, including those derived from manure, and participation in carbon markets. However, it is not possible at this time to predict the complete structure or outcome of any future legislative efforts to address GHG emissions and climate change, whether EPA's regulatory efforts will survive court challenge, or the eventual cost to us of compliance. There can be no assurance that GHG regulation will not have a material adverse effect on our financial position or results of operations.

#### **Regulatory and Other Proceedings**

From time to time we receive notices from regulatory authorities and others asserting that we are not in compliance with certain environmental laws and regulations. In some instances, litigation ensues.

In March 2006, we entered into a consent decree that settled two citizen lawsuits alleging among other things violations of certain environmental laws. The consent decree provides, among other things, that our subsidiary, Murphy-Brown LLC, will undertake a series of measures designed to enhance the performance of the swine waste management systems on approximately 244 company-owned farms in North Carolina and thereby reduce the potential for surface water or ground water contamination from these farms. Murphy-Brown has successfully completed a number of the measures called for in the consent decree and expects to fulfill its remaining consent decree obligations over the next 12 to 24 months, at which time it will move for termination of the decree.

Prior to our acquisition of PSF, it had entered into a consent judgment with the State of Missouri and a consent decree with the federal government and a citizens group. The judgment and decree generally required that PSF pay penalties to settle past alleged regulatory violations, utilize new technologies to reduce nitrogen in the material that it applies to farm fields and research, and develop and implement "Next Generation Technology" for environmental controls at certain of its Missouri farm operations. PSF has successfully completed the measures called for in the state judgment and the state court terminated the judgment in the fall of 2012. PSF has also completed a number of the measures called for in the federal consent decree, but is

unable to predict at this time when it will complete the remaining consent decree obligations or when the consent decree will be terminated.

### **Environmental Stewardship**

In July 2000, in furtherance of our continued commitment to responsible environmental stewardship, we and our North Carolina-based hog production subsidiaries voluntarily entered into an agreement with the Attorney General of North Carolina (the Agreement) designed to enhance water quality in the State of North Carolina through a series of initiatives to be undertaken by us and our subsidiaries while protecting access to swine operations in North Carolina. One of the features of the Agreement reflects our commitment to preserving and enhancing the environment of eastern North Carolina by providing a total of \$50.0 million to assist in the preservation of wetlands and other natural areas in eastern North Carolina and to promote similar environmental enhancement activities. To fulfill our commitment, we made annual contributions of \$2.0 million beginning in fiscal 2001 through fiscal 2010. Due to the losses we were experiencing in our Hog Production segment in fiscal 2010, we entered into an agreement with the Attorney General of North Carolina to defer our annual payments in fiscal 2011 and fiscal 2012. This agreement does not reduce our \$50.0 million commitment. We re-started our annual \$2.0 million payment in fiscal 2013.

### **Animal Care**

More than a decade ago, Smithfield developed and implemented a comprehensive, systematic animal care management program to monitor and measure the well-being of pigs on company-owned and contract farms. Developed in consultation with two of the world's foremost experts in animal behavior and handling, this system continues to guide our operations today. Our animal care management program guides the proper and humane care of our animals at every stage of their lives, from gestation to transport to processing plant. All farm employees and contract hog producers must employ the methods and techniques of the management system and take steps to verify their compliance. Adherence to proper animal welfare management is a condition of our agreements with contract producers.

Our Animal Care Policy underscores the company's Commitments to providing the following:

- shelter that is designed, maintained, and operated to meet the animals' needs;
- access to adequate water and high-quality feed to meet nutritional requirements;
- humane treatment of animals that enhances their well-being and complies with all applicable laws and regulations;
- identification and appropriate treatment of animals in need of health care; and
- use of humane methods to euthanize sick or injured animals not responding to care and treatment.

Several years ago, we volunteered to provide input and recommendations to help the National Pork Board enhance its animal care management program for all pork producers. That program, which includes many of the tenets of our own guidelines, became the National Pork Board's Pork Quality Assurance Plus (PQA Plus®) program. A pork producer becomes PQA Plus certified only after staff attend training sessions on good production practices (which includes topics such as responsible animal handling, disease prevention, biosecurity, responsible antibiotic use, and appropriate feeding). Farms entered into the program undergo on-farm site assessments and are subject to random third-party audits. We obtained certification of all company-owned and contract farms under the PQA Plus program by the end of calendar year 2009.

Smithfield was also one of the founding adopters of the National Pork Board's "We Care" program, which demonstrates that pork producers are accountable to established ethical principles and animal well-being practices.

At all of our slaughter facilities, we also use a systematic approach that includes the following:

- an animal welfare and humane handling manual;
- a comprehensive training program; and
- an auditing system with internal verification and third-party audits.

Our plants all have developed quality programs following the standards set in the U.S. Department of Agriculture's Process Verified Program (PVP), as described elsewhere in this report. Our PVP programs monitor aspects of traceability, country of origin, PQA Plus® adherence on farms, and Transport Quality Assurance status of drivers.

In January 2007, we announced a voluntary, ten-year program to phase out individual gestation stalls at our company-owned sow farms and replace the gestation stalls with group pens. We currently estimate the total cost of our transition to group pens to be approximately \$360.0 million, including associated maintenance and repairs. This program represents a significant financial commitment and reflects our desire to be more animal friendly, as well as to address the concerns and needs of our customers. As of the end of calendar year 2013, we had completed conversions to group housing for over 54% of our sows on company-owned farms. We remain on track to finish conversion to group housing for all sows on company-owned farms by the end of 2017. Our hog production operations in Poland and Romania completed their conversions to group housing facilities a number of years ago.

In January 2014, we announced the recommendation that all of our contract sow growers join with us in converting their facilities to group housing systems for pregnant sows. We asked contract sow growers to convert by 2022 and offered a sliding scale of incentives to accelerate that timetable. Growers who commit to convert to group housing will receive contract extensions upon completion of the conversion.

## **EMPLOYEES**

The following table shows the approximate number of our employees and the approximate number of employees covered by collective bargaining agreements or that are members of labor unions in each segment, as of December 29, 2013:

Segment	Employees	Employees Covered by Collective Bargaining Agreements <sup>(1)</sup>
Pork	32,400	18,166
International	10,250	755
Hog Production	5,050	—
Corporate	200	—
<b>Totals</b>	<b>47,900</b>	<b>18,921</b>

<sup>(1)</sup> Includes employees that are members of labor unions.

Approximately 3,600 employees are covered by collective bargaining agreements that expire in fiscal 2014. Collective bargaining agreements covering other employees expire over periods throughout the next several years. We believe that our relationship with our employees is satisfactory.

## **FINANCIAL INFORMATION ABOUT GEOGRAPHIC AREAS**

See Note 15—Reportable Segments in “Item 8. Financial Statements and Supplementary Data” for financial information about geographic areas. See “Item 1A. Risk Factors” for a discussion of the risks associated with our international sales and operations.

## **AVAILABLE INFORMATION**

Our website address is [www.smithfieldfoods.com](http://www.smithfieldfoods.com). The information on our website is not part of this transition report. Our transition report on Form 10-K, annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and any amendments to those reports are available free of charge through our website as soon as reasonably practicable after filing or furnishing the material to the SEC. You may read and copy documents we file at the SEC’s Public Reference Room at 100 F Street, N.E., Washington D.C. 20549. Please call the SEC at 1-800-SEC-0330 for information on the public reference room. The SEC maintains a website that contains transition, annual, quarterly and current reports, proxy statements and other information that issuers and voluntary reporting companies, like us, file electronically with the SEC. The SEC’s website is [www.sec.gov](http://www.sec.gov).

**ITEM 1A. RISK FACTORS**

The following risk factors should be read carefully in connection with evaluating our business and the forward-looking information contained in this Transition Report on Form 10-K. The risk factors below represent what we believe are the known material risk factors with respect to us and our business. Any of the following risks could materially adversely affect our business, operations, industry, financial position or future financial results.

**Our results of operations are cyclical and could be adversely affected by fluctuations in the commodity prices for hogs and grains.**

We are largely dependent on the cost and supply of hogs and feed ingredients and the selling price of our products and competing protein products, all of which are determined by constantly changing and volatile market forces of supply and demand as well as other factors over which we have little or no control. These other factors include:

- competing demand for corn for use in the manufacture of ethanol or other alternative fuels,
- environmental and conservation regulations,
- import and export restrictions such as trade barriers resulting from, among other things, food safety concerns and developments in international relations,
- economic conditions,
- weather, including the impact of weather on our water supply and the availability and pricing of grains,
- energy prices, including the effect of changes in energy prices on our transportation costs and the cost of feed, and
- crop and livestock diseases.

We cannot assure you that all or part of any increased costs experienced by us from time to time can be passed along to consumers of our products, in a timely manner or at all.

Hog prices demonstrate a cyclical nature over periods of years, changing market supply and demand of hogs on the market. These fluctuations can be significant, as shown in recent years, with average domestic live hog prices going from \$44 per hundredweight in fiscal 2010 to \$65 per hundredweight in fiscal 2012. Further, hog raising costs are largely dependent on the fluctuations of commodity prices for corn and other feed ingredients. For example, our fiscal 2013 results of operations were negatively impacted by higher feed and feed ingredient costs which increased hog raising costs to \$68 per hundredweight in fiscal 2013 compared to \$54 per hundred weight in fiscal 2011. When hog prices are lower than our hog production costs which occurred in fiscal 2013, our non-vertically integrated competitors (i.e., those without significant hog production operations) may have a cost advantage over us.

Additionally, commodity pork prices demonstrate a cyclical nature over periods of years, reflecting changes in the supply of fresh pork and competing animal proteins on the market, especially beef and chicken.

We attempt to manage certain of these risks through the use of our risk management and hedging programs. However, these programs may also limit our ability to participate in gains from favorable commodity fluctuations. Additionally, a portion of our commodity derivative contracts are marked-to-market such that the related unrealized gains and losses are reported in earnings on a quarterly basis. This accounting treatment may cause significant volatility in our quarterly earnings. See "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Derivative Financial Instruments" for further information.

**Outbreaks of disease among or attributed to livestock can significantly affect production, the supply of raw materials, demand for our products and our business.**

We take precautions to ensure that our livestock are healthy and that our processing plants and other facilities operate in a sanitary manner. Nevertheless, we are subject to risks relating to our ability to maintain animal health and control diseases. Livestock health problems could adversely impact our production, our supply of raw materials and consumer confidence in all of our operating segments.

From time to time, we have experienced outbreaks of livestock diseases and we may experience additional occurrences of disease in the future. Disease can reduce the number of offspring produced, hamper the growth of livestock to finished size, result in expensive vaccination programs and require in some cases the destruction of infected livestock, any of which could adversely affect our production or ability to sell or export our products. Adverse publicity concerning any disease or health

concern could also cause customers to lose confidence in the safety and quality of our food products, particularly as we expand our branded pork products. In addition to risks associated with maintaining the health of our livestock, any outbreak of disease elsewhere in the U.S. or in other countries could reduce consumer confidence in the meat products affected by the particular disease, generate adverse publicity, depress market conditions for our hogs internationally and/or domestically and result in the imposition of import or export restrictions.

Outbreaks of disease among or attributed to livestock also may have indirect consequences that adversely affect our business. For example, past outbreaks of avian influenza in various parts of the world reduced the global demand for poultry and thus created a temporary surplus of poultry both domestically and internationally. This poultry surplus placed downward pressure on poultry prices, which in turn reduced meat prices including pork prices both in the U.S. and internationally. The occurrence of similar events in the future could materially and adversely affect our business, financial condition, results of operations and prospects.

**Our operations are subject to the general risks associated with the food industry, including perceived or real health risks related to our products or the food industry generally and risks associated with government regulations.**

We are subject to risks affecting the food industry generally, including risks posed by the following:

- food spoilage,
- food contamination,
- food allergens,
- evolving consumer preferences and nutritional and health-related concerns,
- consumer product liability claims,
- product tampering,
- product labeling errors,
- the expense and possible unavailability of product liability insurance, and
- the potential cost and disruption of a product recall.

Negative publicity relating to our products, brands, operations, industry or products similar to ours may adversely affect consumer perceptions of our products and result in decreased demand for our products. In particular, negative publicity relating to one of our 12 core brands may be particularly harmful since we face risks from brand concentration. Adverse publicity concerning any perceived or real health risk associated with our brands or our products could also cause customers to lose confidence in the safety and quality of our food products, which could adversely affect our ability to sell our reputation, business, financial condition, results of operation and prospects, particularly as we expand our branded products business. We could also be adversely affected by perceived or real health risks associated with similar products produced by others to the extent such risks cause customers to lose confidence in the safety and quality of such products generally and, therefore, lead customers to opt for other meat options that are perceived as safe. The A(H1N1) influenza outbreak that occurred in late fiscal 2009 and early fiscal 2010 illustrates the adverse impact that can result from perceived health risks associated with the products we sell. Although the CDC and other regulatory and scientific bodies indicated that people cannot get A(H1N1) influenza from eating cooked pork or pork products, the perception of some consumers that the disease could be transmitted in that manner was the apparent cause of the temporary decline in pork consumption in late fiscal 2009 and early fiscal 2010.

Our products are susceptible to contamination by disease producing organisms or pathogens, such as Listeria monocytogenes, Salmonella, Campylobacter and generic E. coli. Because these organisms and pathogens are generally found in the environment, there is a risk that one or more, as a result of food processing, could be present in our products. We have systems in place designed to monitor food safety risks throughout all stages of our vertically integrated process. However, we cannot assure you that such systems, even when working effectively, will eliminate the risks related to food safety. These organisms and pathogens can also be introduced to our products as a result of improper handling in transportation or at the further processing, foodservice or consumer level. In addition to the risks caused by our processing operations and the subsequent handling of the products, we may encounter the same risks if any third party tampers with our products. We could be required to recall certain of our products in the event of contamination or adverse test results. Any product contamination also could subject us to product liability claims, adverse publicity and government scrutiny, investigation or intervention, resulting in increased costs and decreased sales as customers lose confidence in the safety and quality of our food products. Any of these events could have an adverse impact on our reputation, business, financial condition, results of operations and prospects.

Our manufacturing facilities and products, including the processing, packaging, storage, distribution, advertising and labeling of our products, are subject to extensive federal, state and foreign laws and regulations in the food safety area, including regular government inspections and governmental food processing controls. Loss of or failure to obtain necessary permits and registrations could delay or prevent us from meeting current product demand, introducing new products, building new facilities or acquiring new businesses and could adversely affect operating results. If we are found to be out of compliance with applicable laws and regulations, particularly if it relates to or compromises food safety, we could be subject to civil remedies, including fines, injunctions, recalls or asset seizures, as well as potential criminal sanctions, any of which could have a material adverse effect on our business, financial condition, results of operations and prospects. In addition, future material changes in food safety regulations could result in increased operating costs or could be required to be implemented on schedules that cannot be met without interruptions in our operations.

**Environmental regulation and related litigation and commitments could have a material adverse effect on us.**

Our past and present business operations and properties are subject to extensive and increasingly stringent federal, state, local and foreign laws and regulations pertaining to protection of the environment, including among others:

- the treatment and discharge of materials into the environment,
- the handling and disposition of manure and solid wastes and
- the emission of greenhouse gases.

Failure to comply with these laws and regulations or any future changes to them may result in significant consequences to us, including administrative, civil and criminal penalties, liability for damages and negative publicity. Some requirements applicable to us may also be enforced by citizen groups or other third parties. Natural disasters, such as flooding and hurricanes, can cause the discharge of effluents or other waste into the environment, potentially resulting in our being subject to further liability claims and governmental regulation as has occurred in the past. See "Item 1. Business—Regulation" for further discussion of regulatory compliance as it relates to environmental risk. We have incurred, and will continue to incur, significant capital and operating expenditures to comply with these laws and regulations.

We also face the risk of lawsuits even if we are operating in compliance with applicable regulations. For example, before we acquired PSF and subsequent to our acquisition of PSF, certain nuisance suits in Missouri resulted in jury verdicts against PSF. In fiscal 2013, we consummated a global settlement that resolved the vast majority of the outstanding nuisance litigation in Missouri. See "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations-Results of Operations-Missouri litigation" for additional details. However, we cannot assure you that additional environmental related lawsuits, including additional nuisance claims, will not arise in the future.

In addition, new environmental issues could arise that would cause currently unanticipated investigations, assessments or expenditures.

**Governmental authorities may take further action restricting our ability to produce and/or sell livestock or adopt new regulations impacting our production or processing operations, which could adversely affect our business.**

A number of states, including Iowa and Missouri, have adopted legislation that prohibits or restricts the ability of meat packers, or in some cases corporations generally, from owning livestock or engaging in farming. In addition, Congress has in the past considered federal legislation that would ban meat packers from owning livestock. We cannot assure you that such or similar legislation affecting our operations will not be adopted at the federal or state levels in the future. Such legislation, if adopted and applicable to our current operations and not successfully challenged or settled, could have a material adverse impact on our operations and our financial statements.

In fiscal 2008, the State of North Carolina enacted a permanent moratorium on the construction of new hog farms using the lagoon and sprayfield system. The moratorium limits us from expanding our North Carolina production operations. This permanent moratorium replaced a 10-year moratorium on the construction of hog farms with more than 250 hogs or the expansion of existing large farms. This moratorium may over time lead to increased competition for contract growers.

**Our level of indebtedness and the terms of our indebtedness could adversely affect our business and liquidity position.**

As of December 29, 2013, we had:

- approximately \$3.0 billion of indebtedness;
- guarantees of \$9.5 million for leases that were transferred to JBS S.A. in connection with the sale of Smithfield Beef, Inc.; and
- aggregate unused capacity available totaling approximately \$1.0 billion under (1) our inventory based revolving credit facility with capacity up to \$1.025 billion, with an option to expand up to \$1.225 billion (the Inventory Revolver), (2) our accounts receivable securitization facility with capacity up to \$275.0 million (the Securitization Facility) and (3) our other credit facilities with capacity of \$142.0 million, such total taking into account outstanding borrowings of \$314.1 million and \$91.4 million of outstanding letters of credit under the Securitization Facility.

Because the borrowing capacity under the Inventory Revolver and Securitization Facility depend, in part, on inventory and accounts receivable levels, respectively, which fluctuate from time to time, such amounts may not reflect actual borrowing capacity.

Our indebtedness may increase from time to time for various reasons, including fluctuations in operating results, working capital needs, capital expenditures and potential acquisitions or joint ventures. In addition, due to the volatile nature of the commodities markets, we may have to borrow significant amounts to cover any margin calls under our risk management and hedging programs. During the Transition Period, margin deposits posted by us ranged from \$21.7 million to \$106.4 million. Our consolidated indebtedness level could significantly affect our business because:

- it may, together with the financial and other restrictive covenants in the agreements governing our indebtedness, limit or impair our ability in the future to obtain financing, refinance any of our indebtedness, sell assets or raise equity on commercially reasonable terms or at all, which could cause us to default on our obligations and materially impair our liquidity,
- a downgrade in our credit rating could restrict or impede our ability to access capital markets at attractive rates and increase the cost of future borrowings,
- it may reduce our flexibility to respond to changing business and economic conditions or to take advantage of business opportunities that may arise,
- a portion of our cash flow from operations must be dedicated to interest payments on our indebtedness and is not available for other purposes, which amount would increase if prevailing interest rates rise,
- substantially all of our working capital assets in the United States secure the Inventory Revolver and the Securitization Facility, all of which could limit our ability to dispose of such assets or utilize the proceeds of such dispositions and, upon an event of default under any such secured indebtedness, the lenders thereunder could foreclose upon our pledged assets, and
- it could make us more vulnerable to downturns in general economic or industry conditions or in our business.

Further, our debt agreements restrict the payment of dividends to shareholders and, under certain circumstances, may limit additional borrowings, investments, the acquisition or disposition of assets, mergers and consolidations, transactions with affiliates, the creation of liens and the repayment of certain debt.

Should market conditions deteriorate, or our operating results be depressed in the future, we may have to request amendments or waivers to our covenants and restrictions under our debt agreements. There can be no assurance that we will be able to obtain such relief should it be needed in the future. A breach of any of these covenants or restrictions could result in a default that would permit our senior lenders, including lenders under the Inventory Revolver, the Securitization Facility, the Rabobank Term Loan and the holders of our senior unsecured notes, as the case may be, to declare all amounts outstanding under the Inventory Revolver, the Securitization Facility, the Rabobank Term Loan or the senior unsecured notes to be due and payable, together with accrued and unpaid interest, and the commitments of the relevant lenders to make further extensions of credit under the Inventory Revolver and the Securitization Facility could be terminated. If we were unable to repay our secured indebtedness to our lenders, these lenders could proceed against the collateral securing that indebtedness, which could include substantially all of our working capital assets in the United States. Our future ability to comply with financial covenants and other conditions, make scheduled payments of principal and interest, or refinance existing borrowings depends on future business performance which is subject to economic, financial, competitive and other factors, including the other risks set forth

in this Item 1A. Any failure to comply with the covenants of our debt agreements could have a material adverse effect on our business, financial condition, results of operations and prospects.

**Our operations are subject to the risks associated with acquisitions and investments in joint ventures.**

From time to time we review opportunities for strategic growth through acquisitions. We have also pursued and may in the future pursue strategic growth through investment in joint ventures. These acquisitions and investments may involve large transactions or realignment of existing investments. These transactions present financial, managerial and operational challenges, including:

- diversion of management attention from managing our existing business,
- difficulty with integrating businesses, operations, personnel and financial and other systems,
- lack of experience in operating in the geographical or product markets of the acquired business,
- increased levels of debt potentially leading to associated reduction in ratings of our debt securities and adverse impact on our various financial ratios,
- the requirement that we periodically review the value at which we carry our investments in joint ventures and, in the event we determine that the value at which we carry a joint venture investment has been impaired, the requirement to record a non-cash impairment charge, which charge could substantially affect our reported earnings in the period of such charge, would negatively impact our financial ratios and could limit our ability to obtain financing in the future,
- potential loss of key employees and customers of the acquired business,
- assumption of and exposure to unknown or contingent liabilities of acquired businesses,
- potential disputes with the sellers, and
- for our investments, potential lack of common business goals and strategies with, and cooperation of, our joint venture partners.

In addition, acquisitions outside the U.S. may present unique difficulties and increase our exposure to those risks associated with international operations.

We may experience financial or other set-backs if any of the businesses that we have acquired or may acquire in the future have problems of which we are not aware or liabilities that exceed expectations.

Our numerous equity investments in joint ventures, partnerships and other entities, both within and outside the U.S., are periodically involved in modifying and amending their credit facilities and loan agreements. The ability of these entities to refinance or amend their facilities on a successful and satisfactory basis, and to comply with the covenants in their financing facilities, affects our assessment of the carrying value of any individual investment. As of December 29, 2013, none of our equity investments represented more than 5% of our total consolidated assets. If we determine in the future that an investment is impaired, we would be required to record a non-cash impairment charge, which could substantially affect our reported earnings in the period of such charge. In addition, any such impairment charge would negatively impact our financial ratios and could limit our ability to obtain financing in the future. See "Item 8. Notes to Consolidated Financial Statements—Note 5: Investments" for a discussion of the accounting treatment of our equity investments.

**We are subject to risks associated with our international sales and operations.**

Sales to international customers accounted for approximately 21% of our net sales in the Transition Period. We conduct foreign operations in Poland, Romania and the United Kingdom and export our products to more than 40 countries. In addition, we are engaged in joint ventures in Mexico and have a significant investment in Western Europe. As of December 29, 2013, approximately 16% of our long-lived assets were associated with our foreign operations. Because of the growing market share of U.S. pork products in the international markets, U.S. exporters are increasingly being affected by measures taken by importing countries to protect local producers.

Our international sales, operations and investments are subject to various risks related to economic or political uncertainties including among others:

- general economic and political conditions,
- imposition of tariffs, quotas, trade barriers and other trade protection measures imposed by foreign countries,
- import or export licensing requirements imposed by various foreign countries,
- the closing of borders by foreign countries to the import of our products due to, among other things, animal disease or other perceived health or safety issues,
- difficulties and costs associated with complying with, and enforcing remedies under, a wide variety of complex domestic and international laws, treaties and regulations, including the Foreign Corrupt Practices Act,
- different regulatory structures and unexpected changes in regulatory environments,
- tax rates that may exceed those in the United States and earnings that may be subject to withholding requirements and incremental taxes upon repatriation,
- potentially negative consequences from changes in tax laws, and
- distribution costs, disruptions in shipping or reduced availability of freight transportation.

Furthermore, our foreign operations are subject to the risks described above as well as additional risks and uncertainties including among others:

- fluctuations in currency values, which have affected, among other things, the costs of our investments in foreign operations,
- translation of foreign currencies into U.S. dollars, and
- foreign currency exchange controls.

Negative consequences relating to these risks and uncertainties could jeopardize or limit our ability to transact business in one or more of those markets where we operate or in other developing markets and could adversely affect our business, financial condition, results of operations and prospects.

**Our operations are subject to the general risks of litigation.**

We are involved on an ongoing basis in litigation arising in the ordinary course of business or otherwise. Trends in litigation may include class actions involving consumers, shareholders, employees or injured persons, and claims related to commercial, labor, employment, antitrust, securities or environmental matters. Moreover, the process of litigating cases, even if we are successful, may be costly, and may approximate the cost of damages sought. These actions could also expose us to adverse publicity, which might adversely affect our brands, reputation and/or customer preference for our products and distract management from other tasks. Litigation trends and expenses and the outcome of litigation cannot be predicted with certainty and adverse litigation trends, expenses and outcomes could adversely affect our business, financial condition, results of operations and prospects.

**We depend on availability of, and satisfactory relations with, our employees.**

As of December 29, 2013, we had approximately 47,900 employees, 18,921 of whom are covered by collective bargaining agreements or are members of labor unions. Our operations depend on the availability, retention and relative costs of labor and maintaining satisfactory relations with employees and the labor unions. Further, employee shortages can and do occur, particularly in rural areas where some of our operations are located. Labor relations issues arise from time to time, including issues in connection with union efforts to represent employees at our plants and with the negotiation of new collective bargaining agreements. If we fail to maintain satisfactory relations with our employees or with the labor unions, we may experience labor strikes, work stoppages or other labor disputes. Negotiation of collective bargaining agreements also could result in higher ongoing labor costs. In addition, the discovery by us or governmental authorities of undocumented workers, as has occurred in the past, could result in our having to attempt to replace those workers, which could be disruptive to our operations or may be difficult to do.

Immigration reform continues to attract significant attention in the public arena and the U.S. Congress. If new immigration legislation is enacted, such laws may contain provisions that could increase our costs in recruiting, training and retaining employees and increase our costs of complying with federal law in reviewing employees' immigration status. Furthermore, increased enforcement efforts with respect to existing immigration laws by governmental authorities may disrupt a portion of our workforce or our operations.

There can be no assurance that these activities or consequences will not adversely affect our business, financial condition, results of operations or prospects in the future.

**The continued consolidation of customers could negatively impact our business.**

Our ten largest customers represented approximately 27% of net sales for the Transition Period. We do not have long-term sales agreements (other than to certain third-party hog customers) or other contractual assurances as to future sales to these major customers. In addition, continued consolidation within the retail industry, including among supermarkets, warehouse clubs and food distributors, has resulted in an increasingly concentrated retail base and increased our credit exposure to certain customers. Our business could be materially adversely affected and suffer significant set-backs in sales and operating income from the loss of some of our larger customers or if our larger customers' plans, markets, and/or financial condition should change significantly.

**An impairment in the carrying value of goodwill could negatively impact our consolidated results of operations and net worth.**

Goodwill is recorded at fair value and is not amortized, but is reviewed for impairment at least annually or more frequently if impairment indicators arise. In evaluating the potential for impairment of goodwill, we make assumptions regarding future operating performance, business trends, and market and economic conditions. Such analyses further require us to make judgmental assumptions about sales, operating margins, growth rates, and discount rates. There are inherent uncertainties related to these factors and to management's judgment in applying these factors to the assessment of goodwill recoverability. Goodwill reviews are prepared using estimates of the fair value of reporting units based on market multiples of EBITDA (earnings before interest, taxes, depreciation and amortization) and/or on the estimated present value of future discounted cash flows. We could be required to evaluate the recoverability of goodwill prior to the annual assessment if we experience disruptions to the business, unexpected significant declines in operating results, divestiture of a significant component of our business or market capitalization declines. For example, at the end of the third quarter of fiscal 2009, we performed an interim test of the carrying amount of goodwill related to our U.S. hog production operations. We undertook this test due to the significant losses incurred in our hog production operations and decline in the market price of our common stock at that time. We determined that the fair value of our U.S. hog production reporting unit exceeded its carrying value by more than 20%. Therefore goodwill was not impaired. However, these types of events and the resulting analyses could result in non-cash goodwill impairment charges in the future.

Impairment charges could substantially affect our reported earnings in the periods of such charges. In addition, impairment charges would negatively impact our financial ratios and could limit our ability to obtain financing in the future. As of December 29, 2013, we had \$1.6 billion of goodwill, which represented approximately 16% of total assets.

**Deterioration of economic conditions could negatively impact our business.**

Our business may be adversely affected by changes in national or global economic conditions, including inflation, interest rates, availability of and access to capital markets, consumer spending rates, energy availability and costs (including fuel surcharges) and the effects of governmental initiatives to manage economic conditions. Any such changes could adversely affect the demand for our products or the cost and availability of our needed raw materials, cooking ingredients and packaging materials, thereby negatively affecting our financial results.

Disruptions and instability in credit and other financial markets and deterioration of national and global economic conditions, could, among other things:

- make it more difficult or costly for us to obtain financing for our operations or investments or to refinance our debt in the future;
- cause our lenders to depart from prior credit industry practice and make more difficult or expensive the granting of any technical or other waivers under our credit agreements to the extent we may seek them in the future;
- impair the financial condition of some of our customers, suppliers or counterparties to our derivative instruments, thereby increasing customer bad debts, non-performance by suppliers or counterparty failures negatively impacting our treasury operations;
- negatively impact global demand for our products, which could result in a reduction of sales, operating income and cash flows;
- decrease the value of our investments in equity and debt securities, including our company-owned life insurance and pension plan assets, which could result in higher pension cost and statutorily mandated funding requirements; and
- impair the financial viability of our insurers.

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

**ITEM 2. PROPERTIES**

The following table lists our material plants and other physical properties. Based on a five day week, our weekly domestic pork slaughter capacity was 565,000 head and our domestic packaged meats capacity was 62.4 million pounds, as of December 29, 2013. During the Transition Period, the average weekly capacity utilization for pork slaughter and packaged meats was 97% and 84%, respectively. We believe these properties are adequate and suitable for our needs.

<b>Location</b>	<b>Segment</b>	<b>Operation</b>
Smithfield Packing Plant Bladen County, North Carolina	Pork	Slaughtering and cutting hogs
Smithfield Packing Plant Smithfield, Virginia	Pork	Slaughtering and cutting hogs; fresh and packaged pork products
Smithfield Packing Plant Kinston, North Carolina	Pork	Production of boneless cooked hams, deli hams and sliced deli products
Smithfield Packing Plant Clinton, North Carolina	Pork	Slaughtering and cutting hogs; fresh and packaged pork products
Smithfield Packing Plant Wilson, North Carolina	Pork	Production of bacon
John Morrell Plant Sioux Falls, South Dakota	Pork	Slaughtering and cutting hogs; fresh and packaged pork products
John Morrell Plant Springdale, OH	Pork	Production of hot dogs and luncheon meats
Curly's Foods, Inc. Plant (operated by John Morrell) Sioux City, Iowa	Pork	Production of raw and cooked ribs and other BBQ items
Armour-Eckrich Meats (operated by John Morrell) St. Charles, Illinois	Pork	Production of bulk and sliced dry sausages
Armour-Eckrich Meats (operated by John Morrell) Omaha, Nebraska	Pork	Production of bulk and sliced dry sausages
Armour-Eckrich Meats (operated by John Morrell) Peru, Indiana	Pork	Production of pre-cooked bacon
Armour-Eckrich Meats (operated by John Morrell) Junction City, Kansas	Pork	Production of smoked sausage
Armour-Eckrich Meats (operated by John Morrell) Mason City, Iowa	Pork	Production of boneless bulk and sliced ham products
Armour-Eckrich Meats (operated by John Morrell) St. James, Minnesota	Pork	Production of sliced luncheon meats

<b>Location</b>	<b>Segment</b>	<b>Operation</b>
Farmland Plant Crete, Nebraska	Pork	Slaughtering and cutting hogs; fresh and packaged pork products
Farmland Plant Monmouth, Illinois	Pork	Slaughtering and cutting hogs; fresh and packaged pork products
Farmland Plant Denison, Iowa	Pork	Slaughtering and cutting hogs; fresh and packaged pork products
Farmland Plant Milan, Missouri	Pork	Slaughtering and cutting hogs; fresh pork
Farmland Plant Wichita, Kansas	Pork	Production of hot dogs and luncheon meats
Cook's Hams Plant (operated by Farmland Foods) Lincoln, Nebraska	Pork	Production of smoked hams and other smoked meats
Cook's Hams Plant (operated by Smithfield Packing) Grayson, Kentucky	Pork	Production of spiral hams and smoked ham products
Cook's Hams Plant (operated by Farmland Foods) Martin City, Missouri	Pork	Production of spiral hams
Patrick Cudahy Plant (operated by John Morrell) Cudahy, Wisconsin	Pork	Production of bacon, dry sausage and refinery products
Animex Plant Szczecin, Poland	International	Slaughtering and deboning hogs; production of packaged and other pork products
Animex Plant Starachowice, Poland	International	Slaughtering and deboning hogs; production of packaged and other pork products
Animex Plant Elk, Poland	International	Slaughtering and deboning hogs; production of packaged and other pork products
Animex Plant Morliny, Poland	International	Production of packaged and other pork and beef products
Animex Plant Iława, Poland	International	Slaughtering of turkey and geese; production of fresh and packaged poultry products
Animex Plant Suwalski, Poland	International	Slaughtering of chicken; production of fresh and packaged poultry products
Animex Plant Opole, Poland	International	Slaughtering of chicken; production of fresh and packaged poultry products

<b>Location</b>	<b>Segment</b>	<b>Operation</b>
Animex Plant Debica, Poland	International	Production of packaged poultry products
Smithfield Prod Plant Timisoara, Romania	International	Deboning, slaughtering and rendering hogs
Corporate Headquarters Smithfield, Virginia	Corporate	Management and administrative support services for other segments

The Hog Production segment owns and leases numerous hog production and grain storage facilities, as well as feedmills, mainly in North Carolina, Utah, Missouri, Iowa, Colorado and Virginia, with additional facilities in Oklahoma, Texas, Illinois, South Carolina and Pennsylvania. A substantial number of these owned facilities are pledged under our credit facilities.

Also, the International segment owns and leases numerous hog production and grain storage facilities, as well as feedmills, in Poland and Romania.

### **ITEM 3.       LEGAL PROCEEDINGS**

We and certain of our subsidiaries are parties to the environmental litigation matters discussed in “Item 1. Business—Regulation” above. Apart from those matters and the matters listed below, we and our affiliates are parties to various lawsuits arising in the ordinary course of business. In the opinion of management, any ultimate liability with respect to the ordinary course matters will not have a material adverse effect on our financial position or results of operations.

#### **North Carolina Nuisance Litigation**

In July, August and September 2013, 25 complaints were filed in the Superior Court of Wake County, North Carolina by 479 individual plaintiffs against Smithfield and our wholly owned subsidiary, Murphy-Brown. The complaints relate to operations on approximately 11 company-owned and 79 contract farms. All 25 complaints include causes of action for temporary nuisance, negligence, and negligent entrustment and seek recovery of an unspecified amount of compensatory and punitive damages, attorneys' fees, costs and pre- and post-judgment interest. Smithfield and Murphy-Brown have filed Motions for Change of Venue, to Dismiss Plaintiffs' Negligent Entrustment Claim and for a More Definite Statement in all 25 cases.

All 25 complaints stem from requests for pre-litigation mediation of farm nuisance disputes filed in early July 2013 in Wake County, North Carolina. Plaintiffs' counsel have filed pre-litigation mediation notices on behalf of approximately 334 additional claimants who have not filed complaints. Approximately 224 additional potential claimants have threatened to bring claims but not initiated any formal legal process. The Company believes that the claims are unfounded and intends to defend the suits vigorously.

#### **Farmland (Denison)**

In November 2012, the Iowa Department of Natural Resources (IDNR) initiated a civil enforcement action against Farmland Foods, Inc. (Farmland) for exceeding certain effluent limitations contained in its wastewater pretreatment agreement in connection with operations at Farmland's Denison facility. IDNR and Farmland initiated discussions as a first step towards resolving this matter by agreement, and Farmland has been working on capital improvements to its Denison wastewater facility. This matter has been resolved with INDR pursuant to an administrative consent order entered in December 2013 and a payment by Farmland of \$10,000.

### **ITEM 4.       MINE SAFETY DISCLOSURES**

Not applicable.

## **EXECUTIVE OFFICERS OF THE REGISTRANT**

The following table shows the name and age, position and business experience during the past five years of each of our executive officers. The board of directors elects executive officers to hold office until the next annual meeting of the board of directors, until their successors are elected or until their resignation or removal.

Name and Age	Position	Business Experience During Past Five Years
C. Larry Pope (59)	President and Chief Executive Officer	Mr. Pope was elected President and Chief Executive Officer in June 2006, effective September 1, 2006. Mr. Pope served as President and Chief Operating Officer from October 2001 to September 2006.
Robert W. Manly, IV (60)	Executive Vice President and Chief Synergy Officer and President of Murphy-Brown	Mr. Manly assumed the role of Chief Synergy Officer in October 2013 and assumed the role of President of Murphy-Brown in July 2012. Mr. Manly was elected Executive Vice President in August 2006 and served as Chief Financial Officer from July 2008 to October 2013. He also served as Interim Chief Financial Officer from January 2007 to June 2007.
Kenneth M. Sullivan (50)	Chief Financial Officer	Mr. Sullivan was promoted to Chief Financial Officer in 2013. He served as Senior Vice President of Finance and Chief Accounting Officer from 2012 to 2013, Vice President of Finance and Chief Accounting Officer from 2010 to 2012, Chief Accounting Officer from 2007 to 2010 and Vice President of Internal Audit from 2003 to 2007.
Dhamu Thamodaran (59)	Executive Vice President and Chief Commodity Hedging Officer	Mr. Thamodaran was elected Executive Vice President and Chief Commodity Hedging Officer in July 2011. He was named Senior Vice President and Chief Commodity Hedging Officer in June 2008. Prior to these appointments, Mr. Thamodaran served as Vice President, Price Risk Management.
Dennis H. Treacy (59)	Executive Vice President, Corporate Affairs, and Chief Sustainability Officer	Mr. Treacy was elected Executive Vice President, Corporate Affairs, and Chief Sustainability Officer in October 2011. He was named Senior Vice President of Corporate Affairs and Chief Sustainability Officer in February 2010. Prior to these appointments, Mr. Treacy served as Vice President, Environmental and Corporate Affairs.
George H. Richter (69)	President and Chief Operating Officer, Pork Group	Mr. Richter was elected President and Chief Operating Officer, Pork Group in April 2008. Mr. Richter served as President of Farmland Foods from October 2003 to April 2008.
Michael E. Brown (55)	President of Farmland Foods	Mr. Brown was elected President of Farmland Foods in October 2010. He served as President of Armour-Eckrich and Executive Vice President of John Morrell Food Group from 2006 to October 2010.
Timothy O. Schellpeper (49)	President of Smithfield Packing	Mr. Schellpeper was elected President of Smithfield Packing in April 2008. He was Senior Vice President of Operations at Farmland Foods from August 2005 to April 2008.
Joseph B. Sebring (66)	President of John Morrell	Mr. Sebring has served as President of John Morrell since May 1994.
Dariusz Nowakowski (60)	President of Smithfield Europe	Mr. Nowakowski was elected President of Smithfield Europe in August 2012 and is responsible for all of Smithfield's wholly owned subsidiaries in Europe. Mr. Nowakowski joined Smithfield in 2006 as President of Animex.

## PART II

### **ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

#### **MARKET INFORMATION**

Prior to the Merger, our common stock was listed on the New York Stock Exchange under the symbol “SFD”. As a result of the Merger, our common stock ceased to be traded on the New York Stock Exchange after close of market on September 26, 2013. Smithfield Foods, Inc. is now wholly owned by a subsidiary of WH Group.

#### **DIVIDENDS**

We have never paid a cash dividend on our common stock and currently have no plans to pay a cash dividend in the foreseeable future. In addition, the terms of certain of our debt agreements limit the payment of cash dividends on our common stock. We would only pay cash dividends from assets legally available for that purpose.

## ITEM 6. SELECTED FINANCIAL DATA

*On September 26, 2013, we were acquired by an indirect subsidiary of WH Group in a merger transaction accounted for as a business combination. Unless the context otherwise requires, all references to "Successor" refer to Smithfield Foods, Inc. and all its subsidiaries for the period subsequent to the merger. All references to "Predecessor" refer to Smithfield Foods, Inc. and all its subsidiaries for all periods prior to the merger. In addition, the merger was accounted for under the acquisition method of accounting, which resulted in purchase price allocations that affect the comparability of results of operations for periods before and after the merger.*

The following table shows selected consolidated financial data and other operational data for each of the periods indicated. The financial data as of December 29, 2013, for the period September 27 - December 29, 2013 (Successor Period), for the period April 29 - September 26, 2013 (Predecessor Period), for fiscal year ended April 28, 2013, for fiscal year ended April 29, 2012, for fiscal year ended May 1, 2011, for fiscal year ended May 2, 2010 and for fiscal year ended May 3, 2009 have been derived from our audited consolidated financial statements. The financial data for the period April 29 - December 29, 2013 (the Transition Period) have been derived from our audited consolidated financial statements, but have not been audited. You should read the information in conjunction with "Item 8. Financial Statements and Supplementary Data" and "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations."

As a result of the Merger, all outstanding common stock of the Company during the Predecessor Period was retired and all of the outstanding shares of Merger Sub were converted to 1,000 shares of common stock of the Company, no par value, and such shares are owned by a wholly owned subsidiary of WH Group. There are no other shares of stock outstanding in the Company; therefore we have not reported earnings per share.

	Successor		Predecessor					(in millions)	
	September 27 - December 29, 2013	April 29 - September 26, 2013	Fiscal Year Ended						
			April 28, 2013	April 29, 2012	May 1, 2011	May 2, 2010	May 3, 2009		
<b>Statement of Income Data:</b>									
Sales	\$ 3,894.2	\$ 5,679.5	\$ 13,221.1	\$ 13,094.3	\$ 12,202.7	\$ 11,202.6	\$ 12,487.7		
Cost of sales	3,543.1	5,190.1	11,901.4	11,544.9	10,488.6	10,472.5	11,863.1		
Gross profit	351.1	489.4	1,319.7	1,549.4	1,714.1	730.1	624.6		
Selling, general and administrative expenses	213.4	341.7	815.4	816.9	789.8	705.9	798.4		
Gain on fire insurance recovery	—	—	—	—	(120.6)	—	—		
Merger related costs	23.9	18.0	—	—	—	—	—		
Loss (income) from equity method investments	2.6	0.5	(15.0)	9.9	(50.1)	(38.6)	50.1		
Operating profit (loss)	111.2	129.2	519.3	722.6	1,095.0	62.8	(223.9)		
Interest expense	59.0	64.6	168.7	176.7	245.4	266.4	221.8		
Other loss (income)	1.7	—	120.7	12.2	92.5	11.0	(63.5)		
Income (loss) from continuing operations before income taxes	50.5	64.6	229.9	533.7	757.1	(214.6)	(382.2)		
Income tax expense (benefit)	15.8	12.7	46.1	172.4	236.1	(113.2)	(131.3)		
Income (loss) from continuing operations	34.7	51.9	183.8	361.3	521.0	(101.4)	(250.9)		
Income from discontinued operations, net of tax	—	—	—	—	—	—	52.5		
Net income (loss)	\$ 34.7	\$ 51.9	\$ 183.8	\$ 361.3	\$ 521.0	\$ (101.4)	\$ (198.4)		

Successor	Predecessor				
	Fiscal Year Ended				
	December 29, 2013	April 28, 2013	April 29, 2012	May 1, 2011	May 2, 2010

(in millions)

**Balance Sheet Data:**

Working capital	\$ 2,208.5	\$ 1,805.6	\$ 2,162.7	\$ 2,110.0	\$ 2,128.4	\$ 1,497.7
Total assets	9,954.8	7,716.4	7,422.2	7,611.8	7,708.9	7,200.2
Long-term debt and capital lease obligations	2,997.4	1,829.2	1,900.9	1,978.6	2,918.4	2,567.3
Shareholders' equity	4,231.1	3,097.0	3,387.3	3,545.5	2,755.6	2,612.4

The Transition Period	Fiscal Year Ended				
	April 28, 2013	April 29, 2012	May 1, 2011	May 2, 2010	May 3, 2009

(in millions)

**Other Consolidated Operational Data:**

Total hogs processed <sup>(1)</sup>	21.9	32.0	30.7	30.4	32.9	35.2
Packaged meats sales (pounds) <sup>(1)</sup>	2,225.1	3,260.2	3,119.4	3,159.7	3,238.0	3,450.6
Fresh pork sales (pounds) <sup>(1)</sup>	2,920.7	4,234.3	4,154.6	4,035.0	4,289.9	4,702.0
Total hogs sold <sup>(2)</sup>	12.6	18.4	18.1	18.6	19.3	20.4

<sup>(1)</sup> Comprised of Pork segment and International segment.<sup>(2)</sup> Comprised of Hog Production segment and International segment and includes intercompany hog sales.**Notes to Selected Financial Data:****The Successor Period**

- Includes \$23.9 million of professional fees related to the Merger.
- Includes \$17.3 million of debt issuance costs for a financing arrangement entered into by Merger Sub. We recognized these costs in interest expense upon termination of the financing arrangement following the Merger.

**The Predecessor Period**

- Includes \$18.0 million of professional fees related to the Merger.

**Fiscal 2013**

- Includes losses of \$120.7 million on debt extinguishment.

**Fiscal 2012**

- Includes our share of charges related to the CFG Consolidation Plan, as defined in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations—Significant Events Affecting Results of Operations," of \$38.7 million.
- Includes net charges of \$22.2 million related to the litigation in Missouri that involved a number of claims alleging that hog farms owned by us or operated under hog raising contracts with third parties interfered with the plaintiffs' use and enjoyment of their properties (the Missouri Litigation).
- Includes losses of \$12.2 million on debt extinguishment.
- Includes accelerated depreciation charges associated with the idling of certain Missouri hog farm assets of \$8.2 million.
- Includes accelerated depreciation and other charges associated with the planned closure of our Portsmouth facility of \$4.7 million.
- Includes \$3.1 million of charges related to our plan to improve the cost structure and profitability of our domestic hog production operations (the Cost Savings Initiative).

**Fiscal 2011**

- Includes an involuntary conversion gain on fire insurance recovery of \$120.6 million.
- Includes losses of \$92.5 million on debt extinguishment.
- Includes \$28.0 million of charges related to the Cost Savings Initiative.
- Includes a net benefit of \$19.1 million related to the Missouri Litigation.
- Includes net gains of \$18.7 million on the sale of hog farms.

**Fiscal 2010**

- Includes \$34.1 million of impairment charges related to certain hog farms.
- Includes restructuring and impairment charges totaling \$17.3 million related to our plan to consolidate and streamline the corporate structure and manufacturing operations of our Pork segment (the Restructuring Plan).
- Includes \$13.1 million of impairment and severance costs primarily related to the Sioux City plant closure.
- Includes \$11.0 million of charges for the write-off of amendment fees and costs associated with the U.S. Credit Facility and the Euro Credit Facility.
- Includes \$9.1 million of charges related to the Cost Savings Initiative.

**Fiscal 2009**

- Fiscal 2009 was a 53 week year.
- Includes a pre-tax write-down of assets and other restructuring charges totaling \$88.2 million related to the Restructuring Plan.
- Includes a \$56.0 million pre-tax gain on the sale of Groupe Smithfield.
- Includes a \$54.3 million gain on the sale of Smithfield Beef, Inc., net of tax of \$45.4 million (discontinued operations).
- Includes charges related to inventory write-downs totaling \$25.8 million.

**ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

You should read the following information in conjunction with the audited consolidated financial statements and the related notes in "Item 8. Financial Statements and Supplementary Data."

**EXECUTIVE OVERVIEW**

We are the largest hog producer and pork processor in the world. In the United States, we are also the leader in numerous packaged meats categories with popular brands including Farmland®, Smithfield®, Eckrich®, Armour® and John Morrell®. We are committed to providing good food in a responsible way and maintaining robust animal care, community involvement, employee safety, environmental, and food safety and quality programs.

We produce and market a wide variety of fresh meat and packaged meats products both domestically and internationally. We operate in a cyclical industry and our results are significantly affected by fluctuations in commodity prices for livestock (primarily hogs) and grains. Some of the factors that we believe are critical to the success of our business are our ability to:

- maintain and expand market share, particularly in packaged meats,
- develop and maintain strong customer relationships,
- continually innovate and differentiate our products,
- manage risk in volatile commodities markets, and
- maintain our position as a low cost producer of live hogs, fresh pork and packaged meats.

We conduct our operations through four reportable segments: Pork, Hog Production, International and Corporate, each of which is comprised of a number of subsidiaries, joint ventures and other investments. A fifth reportable segment, the Other segment, contains the results of our former turkey production operations and our previous 49% interest in Butterball, LLC (Butterball), which were sold in December 2010. The Pork segment consists mainly of our three wholly-owned U.S. fresh pork and packaged meats subsidiaries: The Smithfield Packing Company, Inc. (Smithfield Packing), Farmland Foods, Inc. and John Morrell Food Group (John Morrell). The Hog Production segment consists of our hog production operations located in the U.S. The International segment is comprised mainly of our meat processing and distribution operations in Poland, Romania and the United Kingdom, our interests in meat processing operations, mainly in Western Europe and Mexico, our hog production operations located in Poland and Romania and our interests in hog production operations in Mexico. The Corporate segment provides management and administrative services to support our other segments.

**WH Group Merger**

On September 26, 2013 (the Merger Date), pursuant to the Agreement and Plan of Merger dated May 28, 2013 (the Merger Agreement) with WH Group Limited, formerly Shuanghui International Holdings Limited, a corporation formed under the laws of the Cayman Islands and hereinafter referred to as WH Group, the Company merged with Sun Merger Sub, Inc., a Virginia corporation and wholly owned subsidiary of WH Group (Merger Sub), in a transaction hereinafter referred to as the Merger. As a result of the Merger, the Company survived as a wholly owned subsidiary of WH Group.

Upon completion of the Merger, all outstanding shares of Smithfield were cancelled and the Company's shareholders received \$34.00 in cash (the Merger Consideration) for each share of common stock held prior to the effective time of the Merger. Additionally, all outstanding stock-based compensation awards, both vested and unvested, were converted into the right to receive the Merger Consideration, less the exercise price of such awards, if any. The total consideration paid in connection with the Merger was approximately \$4.9 billion.

WH Group is the majority shareholder of Henan Shuanghui Investment & Development Co., which is China's largest meat processing enterprise and China's largest publicly traded meat products company as measured by market capitalization. WH Group is a pioneer in the Chinese meat processing industry with over 30 years of history. WH Group's businesses include hog production, meat processing, fresh meat and packaged meats production and distribution. The merging of WH Group's distribution network with our strong management team, leading brands and vertically integrated model will allow us to provide high-quality, competitively-priced and safe U.S. meat products to consumers in markets around the world. As part of WH Group's international platform, we expect our best practices in large-scale farming, food safety standards, environmental stewardship and animal welfare to set the global industry standard.

This transaction enables Smithfield to continue to execute on its strategic priorities while maintaining brand excellence and commitment to environmental stewardship and animal welfare. We have established Smithfield as the world's leading vertically integrated pork processor and hog producer with best-in-class operations and outstanding food safety practices. Operationally, we have become part of an enterprise that shares our belief in global opportunities and our commitment to the highest standards of product safety and quality. With our shared expertise and leadership, we expect to accelerate a global expansion strategy as part of WH Group.

On January 16, 2014, in connection with the consummation of the Merger, the Company elected to change its fiscal year end from the 52 or 53 week period which ends on the Sunday nearest to April 30 to the 52 or 53 week period which ends on the Sunday nearest to December 31. Unless otherwise noted, all references to "fiscal" in this report refer to the twelve-month fiscal year, which as of and prior to April 29, 2013 ended on the Sunday nearest to April 30, and beginning after December 29, 2013 ends on the Sunday nearest December 31 of each year.

All references to the Transition Period in this section are to the eight months ended December 29, 2013, derived by adding the results of our period April 29 - September 26, 2013 (Predecessor Period) to the results from our period September 27 - December 29, 2013 (Successor Period). The combined financial data for the Transition Period are unaudited and are not intended to represent what our operating results would have been if the Merger had occurred on April 29, 2013, because the periods being combined are under two different bases of accounting as a result of the Merger.

### **The Transition Period Summary**

Net income was \$86.6 million in the Transition Period, compared to net income of \$130.0 million in the eight months ended December 30, 2012. The following summarizes the operating results of each of our reportable segments and other significant items impacting pre-tax income for the Transition Period compared to the eight months ended December 30, 2012:

- Pork segment operating profit decreased \$177.5 million as a significant increase in domestic live hog prices was only partially offset by both higher packaged meat sales prices and higher fresh meat market prices. Also, the Transition Period included a \$38.7 million increase in cost of sales as the result of the fair value step-up of inventory.
- Hog Production segment operating profit increased \$97.2 million as a result of increased domestic live hog prices.
- International segment operating profit decreased \$47.7 million due to higher raising costs and lower average selling prices.
- Corporate segment results include professional fees of \$41.9 million and additional interest expense of \$17.3 million during the Transition Period. See "Significant Events Affecting Results of Operations" below for further discussion.
- We incurred losses on debt extinguishment of \$120.7 million in the prior year.

### **Debt Assumed**

In connection with the Merger, Merger Sub issued \$500.0 million aggregate principal amount of 5.25% senior notes due August 1, 2018 and \$400.0 million aggregate principal amount of 5.875% senior notes due August 1, 2021 (together, the Merger Sub Notes). Merger Sub incurred \$20.4 million in transaction fees in connection with issuance of the Merger Sub Notes, which are being amortized over the life of the Merger Sub Notes. As a result of the Merger and the transactions entered into in connection therewith, we have assumed the liabilities and obligations of Merger Sub, including Merger Sub's obligations under the Merger Sub Notes. Proceeds from the Merger Sub Notes were held in escrow prior to the Merger Date and used in funding the Merger. The proceeds were used to fund a portion of the total consideration paid, repay certain outstanding debt of the Company and pay certain transaction fees associated with the Merger.

### **Porcine Epidemic Diarrhea Virus (PEDv)**

The USDA has identified PEDv in the United States for the first time in 2013. PEDv, a disease that only infects pigs, not humans or other livestock, is an industry-wide issue and has a significant presence in U.S. swine. Our herds in several regions in which we operate are affected as PEDv continues to spread throughout the U.S. We are subject to risks related to our ability to maintain animal health and control PEDv. We are unable to predict the extent the disease will impact our operations or market prices in the future.

## **Renewable Fuel Standard**

The federal Renewable Fuel Standard (RFS) program requires that bio-fuels be blended into transportation fuels at ever-increasing volumes up to 36 billion gallons in 2030. In October 2010, the Environmental Protection Agency (EPA) granted a “partial waiver” to a statutory bar under the Clean Air Act prohibiting fuel manufacturers from introducing fuel additives that are not “substantially similar” to those already approved and in use for vehicles of model year (MY) 1975 or later. Prior to EPA’s decision, the ethanol content of gasoline in the United States was limited to 10 percent (E10), which created a barrier, commonly referred to as the “blendwall,” to the expansion of blended bio-fuels as prescribed by the RFS. The EPA’s decision allows fuel manufacturers to increase the ethanol content of gasoline to 15 percent (E15) for use in MY 2007 and newer light-duty motor vehicles, including passenger cars, light-duty trucks and medium-duty passenger vehicles. In January 2011, the EPA granted another partial waiver authorizing E15 use in MY 2001-2006 light-duty motor vehicles. Judicial challenges to these rulemakings by a coalition of industry groups were dismissed.

On November 15, 2013, the EPA proposed volume requirements and associated percentage standards that would apply under the RFS program in calendar year 2014 for cellulosic bio-fuel, biomass-based diesel, advanced bio-fuel and total renewable fuel. EPA’s proposal reduces the volume of renewable fuels mandated by statute and reflects EPA’s current estimate of what will actually be produced in 2014. EPA’s proposal reflects a concern that existing transportation infrastructure is unprepared for higher blends of bio-fuels in transportation fuels such as E15 and that the reduction in required volumes will maintain a blending percentage at E10 through 2014. EPA will consider public comments before setting the final standard. Although the long-term impact of the RFS is currently unknown, studies have shown that expanded corn-based ethanol production has driven up the price of livestock feed and led to commodity-price volatility. We cannot presently assess the full economic impact of the RFS program on the meat processing industry or on our operations.

## **Country of Origin Labeling**

Following a World Trade Organization (WTO) panel ruling on a complaint by Canada and Mexico that existing U.S. country-of-origin labeling (COOL) requirements violated the United States’ WTO obligations, USDA published a new rule effective May 23, 2013, *Mandatory Country of Origin Labeling of Beef, Pork, Lamb, Chicken, Goat Meat, Wild and Farm-Raised Fish and Shellfish, Perishable Agricultural Commodities, Peanuts, Pecans, Ginseng, and Macadamia Nuts*. 78 Fed. Reg. 31367 (May 24, 2013) (the 2013 Rule). The 2013 Rule requires, in part, that labels on covered meat products must list separately, in sequence, the specific country where the animal was “born,” the country where it was “raised,” and the country where it was “slaughtered.” The rule also prohibits combining or commingling of meats with different “Born, Raised, and Slaughtered” combinations in the same package at retail. USDA also provided a six month educational period for retailers until November 23, 2013.

Judicial challenges to these rule-makings by a coalition of industry groups are pending. The Canadian and Mexican governments are also challenging the 2013 Rule before the Dispute Settlement Body of the WTO. If the Canadian and Mexican WTO challenge is successful, then USDA will be faced with the choice of re-formulating another country of origin regulation, seeking amendments to the underlying statute, or subjecting U.S. industries to substantial retaliatory tariffs. Although the long-term impact of COOL is currently unknown, industry groups have indicated that the rules impose additional costs on the industry including costs associated with segregation of livestock, record-keeping and new packaging and labeling along with potential retaliatory trade measures under WTO rules. We cannot presently assess the full economic impact of COOL on the meat processing industry or on our operations.

## **Outlook**

The commodity markets affecting our business fluctuate on a daily basis. In this operating environment, it is difficult to forecast industry trends and conditions. The outlook statements that follow must be viewed in this context.

The outlook for calendar 2014 is much improved over 2013. Improving markets, synergistic effects from the strategic merger with WH Group, improving export opportunities, operational improvement plans in place at both the plant and farm levels and organic growth targets should provide tailwinds for improved operating performance over the next 12 months.

Early in calendar 2014, the threat of lower pork supplies, largely attributable to PEDv, has resulted in record or near record prices up and down the entire pork value chain in the United States. While PEDv will result in lower numbers of pigs produced in our Hog Production segment, we expect higher domestic live hog prices will more than offset any volume reductions and will result in strong segment profits. We expect a return to normalized operating margins within the Pork and International segments, notwithstanding significantly increased live hog prices and higher meat cost for our packaged meats businesses.

## RESULTS OF OPERATIONS

### Significant Events Affecting Results of Operations

#### *WH Group Merger*

In connection with the Merger, we incurred \$23.9 million and \$18.0 million of professional fees during the Successor and Predecessor periods, respectively. These fees are recognized in merger related costs on the consolidated statements of income. In addition, Merger Sub deferred \$17.3 million of debt issuance costs for a financing arrangement. We recognized these deferred costs in interest expense during the Successor Period upon termination of the financing arrangement following the Merger. All of these charges are reflected in the results of our Corporate segment.

WH Group's cost of acquiring the Company has been pushed-down to establish a new accounting basis for the Company. The preliminary allocation of consideration to the net tangible and intangible assets acquired and liabilities assumed by WH Group in the Merger reflects preliminary fair value estimates based on management analysis, including preliminary work performed by third-party valuation specialists, which are subject to change within the measurement period as valuations are finalized. Our pre-tax earnings for the Successor Period were negatively impacted by \$37.7 million as a result of the fair value adjustments to our assets and liabilities, including a \$45.4 million increase in cost of sales as a result of the fair value step-up of our inventories.

#### *Acquisition of Kansas City Sausage, LLC*

In May 2013, we acquired a 50% interest in Kansas City Sausage Company, LLC (KCS), for \$36.0 million in cash. Upon closing, in addition to the cash purchase price, we advanced \$10.0 million to the seller in exchange for a promissory note, which is secured by the remaining membership interests in KCS held by the seller. Additionally, we entered into a revolving loan agreement with KCS, under which we agreed to make loans from time to time up to an aggregate principal amount of \$20.0 million. The aggregate amount of any obligations incurred under the revolving loan agreement is secured by a first priority security interest in all of the assets of KCS.

KCS operates in Des Moines, Iowa and Kansas City, Missouri. In Des Moines, KCS produces premium raw materials for sausage, as well as value-added products, including boneless hams and hides. The Kansas City plant is a modern sausage processing facility and is designed for optimum efficiency to provide retail and foodservice customers with high quality products. With our strong ongoing focus on building our packaged meats business, and with 15% of the U.S. sow population, this joint venture is a logical fit for the Company. It is expected to provide a growth platform in two key packaged meats categories — breakfast sausage and dinner sausage — and to allow us to expand our product offerings to our customers. These categories represent over \$4.0 billion in industry retail and foodservice sales annually.

KCS is managed by its Board of Directors, which makes decisions that most significantly impact the economic performance of KCS. We have the right to nominate and elect the majority of the members of the Board of Directors of KCS, and based on the associated voting rights, we have determined that we have a controlling financial interest in KCS. As a result, the acquisition of our interest in KCS was accounted for in the Pork segment using the acquisition method of accounting. Currently, KCS generates approximately \$200 million in sales annually.

#### *Missouri Litigation*

During fiscal 2011, we reached a settlement with one of our insurance carriers regarding the reimbursement of certain past and future defense costs associated with the Missouri Litigation. Related to this matter, we recognized a net benefit of \$19.1 million in selling, general and administrative expenses in the Hog Production segment in fiscal 2011.

During fiscal 2012, we engaged in global settlement negotiations and recognized \$22.2 million in net charges associated with the expected settlement. The charges were recognized in selling, general and administrative expenses in the Hog Production segment. During fiscal 2013, the parties to the litigation reached an agreement and consummated the global settlement.

### **CFG Consolidation Plan**

In December 2011, the board of Campofrio Food Group (CFG) approved a multi-year plan to consolidate and streamline its manufacturing operations to improve operating efficiencies and increase utilization (the CFG Consolidation Plan). The CFG Consolidation Plan included the disposal of certain assets, employee redundancy costs and the contribution of CFG's French cooked ham business into a newly formed joint venture. As a result, we recorded our share of CFG's charges totaling \$38.7 million in equity in loss (income) of affiliates within the International segment in the third quarter of fiscal 2012.

### **Fire Insurance Settlement**

In July 2009, a fire occurred at the primary manufacturing facility of our subsidiary, Patrick Cudahy, Inc. (Patrick Cudahy), in Cudahy, Wisconsin. The fire damaged a portion of the facility's production space and required the temporary cessation of operations, but did not consume the entire facility. Shortly after the fire, we resumed production activities in undamaged portions of the plant, including the distribution center, and took steps to address the supply needs for Patrick Cudahy products by shifting production to other Company and third-party facilities.

We maintain comprehensive general liability and property insurance, including business interruption insurance. In December 2010, we reached an agreement with our insurance carriers to settle the claim for a total of \$208.0 million, of which \$70.0 million had been advanced to us in fiscal 2010. We allocated these proceeds to first recover the book value of the property lost, out-of-pocket expenses incurred and business interruption losses that resulted from the fire. The remaining proceeds were recognized as an involuntary conversion gain of \$120.6 million in the Corporate segment in the third quarter of fiscal 2011. The involuntary conversion gain was classified in a separate line item on the consolidated statement of income. We also recognized \$15.8 million of the insurance proceeds in fiscal 2011 in cost of sales in our Pork segment to offset business interruption losses incurred.

### **Hog Production Cost Savings Initiative**

In fiscal 2010, we announced the Cost Savings Initiative. The plan included a number of undertakings designed to improve operating efficiencies and productivity. These consisted of farm reconfigurations and conversions, termination of certain high cost, third party hog grower contracts and breeding stock sourcing contracts, as well as a number of other cost reduction activities. The Cost Savings Initiative was completed in fiscal 2013. We incurred charges related to these activities totaling \$3.1 million and \$28.0 million in fiscal 2012 and fiscal 2011, respectively. No significant charges were incurred during fiscal 2013. All charges have been recorded in cost of sales in the Hog Production segment.

### **Impairment and Disposal of Long-lived Assets**

#### *Portsmouth, Virginia Plant*

In November 2011, we announced that we would shift the production of hot dogs and lunchmeat from Smithfield Packing's Portsmouth, Virginia plant to our Kinston, North Carolina plant and permanently close the Portsmouth facility. The Kinston facility was expanded to handle the additional production and incorporates state of the art technology and equipment, which is expected to produce significant production efficiencies and cost reductions. The expansion of the Kinston facility and the closure of the Portsmouth facility were completed in the second half of calendar year 2013.

As a result of this decision, we performed an impairment analysis of the related assets at the Portsmouth facility in the second quarter of fiscal 2012 and determined that the net cash flows expected to be generated over the anticipated remaining useful life of the plant were sufficient to recover its book value. As such, no impairment existed. However, we revised depreciation estimates to reflect the use of the related assets at the Portsmouth facility over their shortened useful lives. As a result, we recognized accelerated depreciation charges of \$4.4 million and \$3.3 million in cost of sales during fiscal 2013 and fiscal 2012, respectively. Also, in connection with this decision, we wrote-down inventory by \$0.8 million in cost of sales and accrued \$0.6 million for employee severance in selling, general and administrative expenses in the second quarter of fiscal 2012. All of these charges are reflected in the Pork segment.

## *Hog Farms*

### Texas

In January 2011, we sold a portion of our Dalhart, Texas hog production assets to a crop farmer for net proceeds of \$9.1 million and recognized a loss on the sale of \$1.8 million in selling, general and administrative expenses in our Hog Production segment in the third quarter of fiscal 2011. In April 2011, we completed the sale of the remaining assets of our Dalhart, Texas operation and received net proceeds of \$32.5 million. As a result of the sale, we recognized a gain of \$13.6 million, after allocating \$8.5 million in goodwill to the asset group, in selling, general and administrative expenses in our Hog Production segment in the fourth quarter of fiscal 2011.

### Oklahoma and Iowa

In January 2011, we completed the sale of certain hog production assets located in Oklahoma and Iowa. As a result of these sales, we received total net proceeds of \$70.4 million and recognized gains totaling \$6.9 million, after allocating \$17.0 million of goodwill to these asset groups. The gains were recorded in selling, general and administrative expenses in our Hog Production segment in the third quarter of fiscal 2011.

### Missouri

In the first half of fiscal 2011, we began reducing the hog population on certain hog farms in Missouri in order to comply with an amended consent decree. The amended consent decree allows us to return the farms to full capacity upon the installation of an approved "next generation" technology that would reduce the level of odor produced by the farms. The reduced hog raising capacity at these farms was replaced with third party contract farmers in Iowa. In the first quarter of fiscal 2011, in connection with the anticipated reduction in finishing capacity, we performed an impairment analysis of these hog farms and determined that the book value of the assets was recoverable and thus, no impairment existed.

Based on the favorable hog raising performance experienced with these third party contract farmers and the amount of capital required to install "next generation" technology at our Missouri farms, we made the decision in the first quarter of fiscal 2012 to permanently idle certain of the assets on these farms. Depreciation estimates were revised to reflect the shortened useful lives of the assets. As a result, we recognized accelerated depreciation charges of \$8.2 million in fiscal 2012. These charges are reflected in the Hog Production segment.

### *Butterball, LLC (Butterball)*

In June 2010, we announced that we had made an offer to purchase our joint venture partner's 51% ownership interest in Butterball and our partner's related turkey production assets. In accordance with Butterball's operating agreement, our partner had to either accept the offer to sell or be required to purchase our 49% interest and our related turkey production assets.

In September 2010, we were notified of our joint venture partner's decision to purchase our 49% interest in Butterball and our related turkey production assets. In December 2010, we completed the sale of these assets for \$167.0 million and recognized a gain of \$0.2 million.

## Consolidated Results of Operations

The tables presented below compare our results of operations for the Transition Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011.

The Transition Period reflects the combined results of the current year Successor Period and Predecessor Period. This combined information does not purport to represent what our consolidated results of operations would have been if the Successor had actually been formed on April 29, 2013, nor have we made any attempt to either include or exclude expenses or income that would have resulted had the Merger actually occurred on April 29, 2013.

As used in the tables below, "NM" means "not meaningful."

### **Eight Months Ended December 29, 2013 and December 30, 2012**

	Successor	Predecessor	The Transition Period		Predecessor	
			Eight Months Ended			
			(unaudited)			
	September 27 - December 29, 2013	April 29 - September 26, 2013	December 29, 2013	December 30, 2012	% Change	
Sales	\$ 3,894.2	\$ 5,679.5	\$ 9,573.7	\$ 8,898.7	8 %	
Cost of sales	3,543.1	5,190.1	8,733.2	7,943.5	10	
Gross profit	351.1	489.4	840.5	955.2	(12)	
Selling, general and administrative expenses	213.4	341.7	555.1	540.5	3	
Merger related costs	23.9	18.0	41.9	—	NM	
Loss (income) from equity method investments	2.6	0.5	3.1	(6.5)	(148)	
Operating profit	111.2	129.2	240.4	421.2	(43)	
Interest expense	59.0	64.6	123.6	111.8	11	
Loss on debt extinguishment	1.7	—	1.7	120.7	(99)	
Income before income taxes	50.5	64.6	115.1	188.7	(39)	
Income tax expense	15.8	12.7	28.5	58.7	(51)	
Net income	\$ 34.7	\$ 51.9	\$ 86.6	\$ 130.0	(33)%	

#### *Sales and Gross Profit*

- Sales increased primarily as the result of higher average selling prices in the Pork and Hog Production segments and an 18% increase in volume in the International segment.
- Gross profit decreased primarily as the result of an 8% increase in domestic live hog prices. As noted in "Significant Events Affecting Results of Operations," the current year also included an additional \$45.4 million in cost of sales during the Successor period as a result of the fair value step-up of our inventory.

#### *Selling, General and Administrative Expenses*

- Advertising costs during the Transition Period were approximately \$20.0 million higher than during the eight months ended December 30, 2012 as we continued our investment in marketing and advertising programs focused on building brand equity and growing sales.

#### *Merger Related Costs*

- As noted in "Significant Events Affecting Results of Operations," we incurred an aggregate of \$41.9 million of professional fees during the Successor and Predecessor periods in the current year as a result of the Merger.

*Loss (Income) from Equity Method Investments*

- The decline in profitability in the Transition Period is primarily driven by lower selling prices in the meat processing operations of our Mexican joint ventures. Also, tax law changes in Mexico negatively impacted our joint ventures during the Transition Period.

*Interest Expense and Loss on Debt Extinguishment*

- As noted in "Significant Events Affecting Results of Operations," interest expense for the Successor Period includes \$17.3 million of debt issuance costs originally deferred by Merger Sub.
- In the eight months ended December 30, 2012, we recognized losses of \$120.7 million on the repurchase of \$694.4 million of our outstanding senior notes due in May 2013 and July 2014.

*Income Tax Expense*

- Taxable income relative to permanent items and the mix of income between jurisdictions for the Successor period impacted the effective tax rate. The Predecessor periods are also impacted by income relative to permanent items for the period, the mix of income between jurisdictions and state income tax credits.

**Fiscal Years Ended April 28, 2013, April 29, 2012 and May 1, 2011**

	Predecessor		% Change	Predecessor		% Change	
	Fiscal Year Ended			Fiscal Year Ended			
	April 28, 2013	April 29, 2012		(in millions)	April 29, 2012	May 1, 2011	
Sales	\$ 13,221.1	\$ 13,094.3	1 %	\$ 13,094.3	\$ 12,202.7	7 %	
Cost of sales	11,901.4	11,544.9	3	11,544.9	10,488.6	10	
Gross profit	1,319.7	1,549.4	(15)	1,549.4	1,714.1	(10)	
Selling, general and administrative expenses	815.4	816.9	—	816.9	789.8	3	
Gain on fire insurance recovery	—	—	NM	—	(120.6)	(100)	
Loss (income) from equity method investments	(15.0)	9.9	252	9.9	(50.1)	(120)	
Operating profit	519.3	722.6	(28)	722.6	1,095.0	(34)	
Interest expense	168.7	176.7	(5)	176.7	245.4	(28)	
Loss on debt extinguishment	120.7	12.2	889	12.2	92.5	(87)	
Income before income taxes	229.9	533.7	(57)	533.7	757.1	(30)	
Income tax expense	46.1	172.4	(73)	172.4	236.1	(27)	
Net income	\$ 183.8	\$ 361.3	(49)%	\$ 361.3	\$ 521.0	(31)%	

*Sales and Gross Profit*

**Fiscal 2013 vs. Fiscal 2012**

- Sales in fiscal 2013 were slightly higher than fiscal 2012 as higher volumes across all segments were largely offset by lower domestic fresh meat and hog market prices and the effects of foreign currency translation.
- The decline in gross profit margin was primarily caused by higher hog feed costs and lower pork prices in the U.S.

#### **Fiscal 2012 vs. Fiscal 2011**

- The increase in consolidated sales was primarily driven by higher sales prices and volumes in the Pork segment. These increases were attributable to higher market prices for fresh pork, supported by export demand, and an improved sales mix in packaged meats to higher margin core brands.
- Gross margin declined from fiscal 2011 levels as a result of significantly higher raw material costs in all segments. Domestic live hog market prices increased approximately 15% and domestic raising costs increased 18% as a result of higher feed prices.
- Cost of sales in fiscal 2011 included \$28.0 million of charges associated with the Cost Savings Initiative compared to \$3.1 million in fiscal 2012. Also, cost of sales in fiscal 2012 included \$8.2 million and \$4.7 million of accelerated depreciation and other charges related to the idling of certain of our Missouri hog farm assets and the planned closure of our Portsmouth, Virginia meat processing plant, respectively.

#### *Selling, General and Administrative Expenses*

#### **Fiscal 2013 vs. Fiscal 2012**

- Fiscal 2012 included \$22.2 million in net charges associated with the Missouri litigation.
- Fiscal 2012 included \$6.4 million in professional fees related to the potential acquisition of a controlling interest in CFG. In June 2011, we terminated negotiations to purchase the additional interest.
- Pension and other post-retirement benefit expenses increased \$26.4 million.

#### **Fiscal 2012 vs. Fiscal 2011**

- Fiscal 2012 included \$22.2 million in net charges associated with the Missouri litigation compared to a \$19.1 million net benefit in fiscal 2011.
- Fiscal 2011 included a net gain of \$18.7 million on the sale of hog farms in Texas, Oklahoma and Iowa.
- Losses on foreign currency denominated transactions increased \$7.0 million.
- Fiscal 2012 included \$6.4 million in professional fees related to the potential acquisition of a controlling interest in CFG. In June 2011, we terminated negotiations to purchase the additional interest.
- Variable compensation expense was \$29.9 million lower due primarily to lower profitability levels in fiscal 2012.
- Expense for pension and other post-retirement benefits decreased \$19.6 million.

#### *Loss (Income) from Equity Method Investments*

#### **Fiscal 2013 vs. Fiscal 2012**

- CFG's results for fiscal 2012 included \$38.7 million of charges related to the CFG Consolidation Plan.
- Results from our Mexican joint ventures declined due to higher feed costs, lower hog prices and lower meat sales volumes.

#### **Fiscal 2012 vs. Fiscal 2011**

- CFG's results for fiscal 2012 included \$38.7 million of charges related to the CFG Consolidation Plan.
- Results from our Mexican joint ventures were negatively impacted by higher feed costs and unfavorable changes in foreign exchange rates.

### *Interest Expense*

#### **Fiscal 2013 vs. Fiscal 2012**

- Interest expense decreased due to lower average interest rates resulting from the refinancing of our 10% senior secured notes due July 2014 (2014 Notes) and our 7.75% senior unsecured notes due May 2013 (2013 Notes) as described under "Liquidity and Capital Resources" below.

#### **Fiscal 2012 vs Fiscal 2011**

- Interest expense decreased in fiscal 2012 as a result of our Project 100 initiative, under which we redeemed more than \$1 billion of debt since the first quarter of fiscal 2011, including \$600 million of our 7% senior unsecured notes due August 2011, \$260.6 million of our 2014 Notes and \$190 million of our 2013 Notes.

### *Loss on Debt Extinguishment*

#### **Fiscal 2013**

- We recognized losses of \$120.7 million on the repurchase of \$694.4 million of our outstanding senior notes due in May 2013 and July 2014.

#### **Fiscal 2012**

- We recognized losses of \$11.0 million during fiscal 2012 on the repurchase of \$59.7 million of our 2014 Notes.
- We recognized a loss on debt extinguishment of \$1.2 million in the first quarter of fiscal 2012 associated with the refinancing of our working capital facilities in June 2011.

#### **Fiscal 2011**

- We recognized losses of \$92.5 million during fiscal 2011 on the repurchase of \$522.2 million of our 7% senior unsecured notes due August 2011, \$200.9 million of our 2014 Notes and \$190.0 million of our 2013 Notes.

### *Income Tax Expense*

The following items explain the significant changes in the effective tax rate from fiscal 2012 to fiscal 2013:

- Tax credits increased due in part to the passage of the American Taxpayer Relief Act of 2012 that retroactively reinstated the Research and Development, Work Opportunity and Welfare to Work tax credits.
- We released \$11.1 million in deferred tax asset valuation allowances in fiscal 2013, primarily related to the utilization of tax losses in foreign jurisdictions.
- The mix of earnings from foreign operations, which are taxed at lower rates, was higher in fiscal 2013.

## Segment Results

The following information reflects the results from each respective segment for the periods presented:

### ***Eight Months Ended December 29, 2013 and December 30, 2012***

	Successor  September 27 - December 29, 2013	Predecessor  April 29 - September 26, 2013	The Transition Period		Predecessor  (unaudited)				
			Eight Months Ended						
			(in millions)						
<b>Sales:</b>									
Fresh pork			\$ 1,347.3	\$ 2,240.3	\$ 3,587.6	\$ 3,356.1	7 %		
Packaged meats			1,968.9	2,541.7	4,510.6	4,140.0	9		
Total Pork			3,316.2	4,782.0	8,098.2	7,496.1	8		
Hog Production			889.2	1,439.1	2,328.3	2,042.8	14		
International			428.2	643.6	1,071.8	983.6	9		
Total segment sales			4,633.6	6,864.7	11,498.3	10,522.5	9		
Intersegment sales			(739.4)	(1,185.2)	(1,924.6)	(1,623.8)	(19)		
Consolidated sales			\$ 3,894.2	\$ 5,679.5	\$ 9,573.7	\$ 8,898.7	8 %		
 <i>Operating profit (loss): <sup>(1)</sup></i>									
Fresh pork			\$ 96.0	\$ (50.7)	\$ 45.3	\$ 131.0	(65)%		
Packaged meats			81.7	149.2	230.9	322.7	(28)		
Total Pork			177.7	98.5	276.2	453.7	(39)		
Hog Production			(40.6)	81.4	40.8	(56.4)	172		
International			25.4	15.9	41.3	89.0	(54)		
Corporate			(51.3)	(66.6)	(117.9)	(65.1)	(81)		
Consolidated operating profit			\$ 111.2	\$ 129.2	\$ 240.4	\$ 421.2	(43)%		

<sup>(1)</sup> Fresh pork and packaged meats operating profits represent management's estimated allocation of total Pork segment operating profit.

### **Pork Segment**

- Pork segment sales increased during the Transition Period as a result of a 7% increase in average selling prices and a 1% increase in volume.
- Fresh pork operating profit decreased despite a 6% increase in average selling prices primarily as a result of an 8% increase in domestic live hog prices.
- Packaged meats operating profit in the current year decreased as a 9% increase in selling prices was more than offset by higher raw material costs.
- Operating profit in the Transition Period included \$38.7 million of additional non-cash costs related to the fair value step-up of our inventories. See "Significant Events Affecting Results of Operations" for further discussion.

**Hog Production Segment**

- Transition Period sales benefited from an 8% increase in domestic live hog prices and a 3% increase in head sold.
- Hog Production operating profit improved by \$97.2 million mainly due to higher live hog market prices.

**International Segment**

- As a result of fluctuations in foreign exchange rates, International segment sales and operating profit in the Transition Period were both positively impacted by approximately 3%.
- Sales and operating profit in the transition period were positively impacted by an 18% increase in volume which was partially offset by a 10% decrease in average selling prices.
- Transition Period operating profit was also negatively impacted by 8% and 6% increases in raising costs in both Poland and Romania, respectively, along with significantly lower equity income from our Mexican joint ventures.

**Corporate Segment**

- The Transition Period includes fees related to the Merger. See "Significant Events Affecting Results of Operations" for further discussion.

**Fiscal Years Ended April 28, 2013, April 29, 2012 and May 1, 2011**

	Predecessor			Predecessor		
	Fiscal Year Ended		% Change	Fiscal Year Ended		% Change
	April 28, 2013	April 29, 2012		April 29, 2012	May 1, 2011	
(in millions)						
<b>Sales:</b>						
Fresh pork	\$ 4,924.1	\$ 5,089.4	(3)%	\$ 5,089.4	\$ 4,542.7	12 %
Packaged meats	6,152.0	6,003.6	2	6,003.6	5,721.2	5
Total Pork	11,076.1	11,093.0	—	11,093.0	10,263.9	8
Hog Production	3,135.1	3,052.6	3	3,052.6	2,705.1	13
International	1,468.5	1,466.7	—	1,466.7	1,340.7	9
Other	—	—	NM	—	74.7	NM
Total segment sales	15,679.7	15,612.3	—	15,612.3	14,384.4	9
Intersegment sales	(2,458.6)	(2,518.0)	2	(2,518.0)	(2,181.7)	(15)
Consolidated sales	\$ 13,221.1	\$ 13,094.3	1	\$ 13,094.3	\$ 12,202.7	7
<i>Operating profit (loss): <sup>(1)</sup></i>						
Fresh pork	\$ 161.6	\$ 222.0	(27)%	\$ 222.0	\$ 406.5	(45)%
Packaged meats	470.0	401.7	17	401.7	346.9	16
Total Pork	631.6	623.7	1	623.7	753.4	(17)
Hog Production	(119.1)	166.1	(172)	166.1	224.4	(26)
International	108.2	42.8	153	42.8	115.9	(63)
Other	—	—	NM	—	(2.4)	NM
Corporate	(101.4)	(110.0)	8	(110.0)	3.7	NM
Consolidated operating profit	\$ 519.3	\$ 722.6	(28)%	\$ 722.6	\$ 1,095.0	(34)%

<sup>(1)</sup> Fresh pork and packaged meats operating profits represent management's estimated allocation of total Pork segment operating profit.

### Pork Segment

#### Fiscal 2013 vs. Fiscal 2012

- Pork segment sales declined slightly as high pork supplies contributed to lower average fresh pork sales prices.
- Fresh pork and packaged meats sales volumes increased 3% and 4%, respectively, as a result of higher slaughter levels and hog weights.
- Packaged meats average sales prices declined 1% as a decline in the prices of private label products was largely offset by higher sales prices in our core brands.
- Fresh pork operating profit decreased to \$6 per head from \$8 per head due primarily to lower sales prices.
- Packaged meats operating profit increased to \$.17 per pound from \$.15 per pound, benefiting from lower raw material costs.

#### Fiscal 2012 vs. Fiscal 2011

- Sales and operating profit were positively impacted by higher average unit selling prices for both fresh pork and packaged meats driven by strong export demand, an improved mix in packaged meats to more core brand product sales and strong pricing discipline.
- Fresh pork operating profit decreased to \$8 per head from a record \$15 per head as live hog prices increased significantly more than fresh meat prices.

- Packaged meats operating profit increased to \$.15 per pound from \$.13 per pound as a result of strong pricing discipline, an improved product mix to more high margin core brands and lower variable compensation and pension related expenses, which more than offset the impact of higher raw material costs.
- Operating profit for packaged meats in fiscal 2012 included \$4.7 million in charges associated with the anticipated closure of our Portsmouth plant.

#### ***Hog Production Segment***

##### **Fiscal 2013 vs. Fiscal 2012**

- Sales increased due to higher volumes, which more than offset the impact of lower market hog prices.
- Fiscal 2013 operating profit was negatively impacted by higher hog supplies, resulting in a 6% decrease in live hog prices, and increased domestic raising costs, including the effects of grain derivative contracts designated in hedging relationships for accounting purposes, primarily as a result of higher priced feed.
- Fiscal 2013 operating profit included gains of \$91.2 million compared to \$58.6 million in fiscal 2012 on lean hog derivative contracts and grain derivative contracts that are not designated in hedging relationships for accounting purposes.
- Fiscal 2012 operating profit included \$22.2 million in net charges associated with the Missouri litigation.
- Fiscal 2012 operating profit included accelerated depreciation charges of \$8.2 million as a result of our decision to permanently idle certain farm assets in Missouri.

##### **Fiscal 2012 vs. Fiscal 2011**

- Sales and operating profit were positively impacted by significantly higher live hog market prices.
- Volume declined due to temporary disruptions from the Cost Savings Initiative and the sale of our Oklahoma hog farms at the end of the third quarter of fiscal 2011.
- Domestic raising costs, including the effects of grain derivative contracts designated in hedging relationships for accounting purposes, increased primarily as a result of higher feed costs.
- Fiscal 2012 operating profit included \$22.2 million in net charges associated with the Missouri litigation compared to a \$19.1 million net benefit in fiscal 2011.
- Operating profit in fiscal 2011 included a net gain of \$18.7 million on the sale of hog farms in Oklahoma, Iowa and Texas.
- Fiscal 2012 operating profit included accelerated depreciation charges of \$8.2 million as a result of our decision to permanently idle certain farm assets in Missouri.
- Fiscal 2012 operating profit included \$3.1 million in charges associated with the Cost Savings Initiative compared to \$28.0 million in fiscal 2011.
- Fiscal 2012 operating profit included gains of \$58.6 million compared to \$22.2 million in fiscal 2011 on lean hog derivative contracts and grain derivative contracts that are not designated in hedging relationships for accounting purposes.

#### ***International Segment***

##### **Fiscal 2013 vs. Fiscal 2012**

- Fluctuation in foreign exchange rates and their effect on foreign currency translation decreased sales by 8%.
- Fluctuation in foreign exchange rates and their effect on foreign currency translation decreased operating profit by \$11.5 million.
- Sales and operating profit in fiscal 2013 benefited from significantly higher volumes in our Polish operations due to a 19% increase in the number of hogs processed. Unit sales prices in our Polish operations increased in several key product categories; however, higher volumes of lower value by-products that resulted from more processed hogs effectively diminished the overall average unit selling price compared to fiscal 2012.

- Sales and operating profit in our Romanian operations improved on significantly higher average unit selling prices and sales volumes, which benefitted from the approval to export pork products to European Union member countries beginning in the fourth quarter of fiscal 2012. Sales and hog slaughter volumes benefited from an expansion in our hog production operations in the second quarter of fiscal 2012.
- Fiscal 2012 operating profit included \$38.7 million of charges related to the CFG Consolidation Plan.
- Equity income from our Mexican joint ventures decreased by \$4.1 million due to higher feed costs and unfavorable changes in foreign exchange rates.

#### **Fiscal 2012 vs. Fiscal 2011**

- Sales and operating profit in Poland were positively impacted by higher average unit selling prices primarily due to a shift in product mix to more packaged meats and our ability to pass along higher raw material costs, particularly in the second half of fiscal 2012.
- Operating profit in Poland declined primarily as a result of higher raw material costs in our meat processing operations. Improvements in Polish hog production fundamentals partially offset the decline in profit.
- Sales and operating profit in our Romania fresh pork operation were positively impacted by our approval to export pork products out of Romania to European Union member countries beginning in the fourth quarter of fiscal 2012. As a result, average unit selling prices increased 7%.
- Our Romanian fresh pork and hog production operations both saw improvements in operating results. However, these improvements were more than offset by increased losses in our distribution operations and an unfavorable \$8.4 million impact from foreign currency exposure.
- Fiscal 2012 operating profit included \$38.7 million of charges related to the CFG Consolidation Plan.
- Equity income from our Mexican joint ventures decreased \$16.2 million, primarily due to higher feed costs and unfavorable changes in foreign exchange rates.

#### ***Other Segment***

#### **Fiscal 2012 vs. Fiscal 2011**

The change in sales and operating loss reflects the sale of our turkey operations, including our investment in Butterball, in December 2010.

#### ***Corporate Segment***

#### **Fiscal 2013 vs. Fiscal 2012**

- Fiscal 2012 included \$6.4 million of professional fees related to the potential acquisition of a controlling interest in CFG. In June 2011, we terminated negotiations to purchase the additional interest.

#### **Fiscal 2012 vs. Fiscal 2011**

- Fiscal 2011 included a gain of \$120.6 million on the final settlement with our insurance carriers of our claim related to the fire that occurred at our Cudahy, Wisconsin facility in fiscal 2010.
- Fiscal 2012 included \$6.4 million of professional fees related to the potential acquisition of a controlling interest in CFG. In June 2011, we terminated negotiations to purchase the additional interest.
- Variable compensation cost declined \$9.0 million due to lower consolidated profit levels in fiscal 2012.
- Expense for pension and other post-retirement benefits decreased \$4.1 million.

## LIQUIDITY AND CAPITAL RESOURCES

### **Summary**

Our cash requirements consist primarily of the purchase of raw materials used in our hog production and pork processing operations, long-term debt obligations and related interest, lease payments for real estate, machinery, vehicles and other equipment, and expenditures for capital assets, other investments and other general business purposes. Our primary sources of liquidity are cash we receive as payment for the products we produce and sell, as well as our credit facilities.

We believe that our current liquidity position is strong and that our cash flows from operations and availability under our credit facilities will be sufficient to meet our working capital needs and financial obligations for at least the next twelve months. As of December 29, 2013, our liquidity position was \$1.2 billion, comprised of \$1.0 billion in availability under our credit facilities and \$193.4 million in cash and cash equivalents.

On July 31, 2013, Merger Sub issued \$500.0 million aggregate principal amount of 5.25% senior notes due August 1, 2018 and \$400.0 million aggregate principal amount of 5.875% senior notes due August 1, 2021 (together, the Merger Sub Notes). Merger Sub incurred \$20.4 million in transaction fees in connection with issuance of the Merger Sub Notes, which are being amortized over the life of the Merger Sub Notes. As a result of the Merger and the transactions entered into in connection therewith, we have assumed the liabilities and obligations of Merger Sub, including Merger Sub's obligations under the Merger Sub Notes. Proceeds from the Merger Sub Notes were held in escrow prior to the Merger Date and used in funding the Merger. The proceeds were used to fund a portion of the total consideration paid, repay certain outstanding debt of the Company and pay certain transaction fees associated with the Merger.

### **Sources of Liquidity**

We have available a variety of sources of liquidity and capital resources, both internal and external. These sources provide funds required for current operations, acquisitions, integration costs, debt retirement and other capital requirements.

#### *Accounts Receivable and Inventories*

The meat processing industry is characterized by high sales volume and rapid turnover of inventories and accounts receivable. Because of the rapid turnover rate, we consider our meat inventories and accounts receivable highly liquid and readily convertible into cash. The Hog Production segment also has rapid turnover of accounts receivable. Although inventory turnover in the Hog Production segment is slower, mature hogs are readily convertible into cash. Borrowings under our credit facilities are used, in part, to finance increases in the levels of inventories and accounts receivable resulting from seasonal and other market-related fluctuations in raw material costs.

#### *Credit Facilities*

Facility	December 29, 2013					
	Capacity	Borrowing Base Adjustment	Outstanding Letters of Credit	Outstanding Borrowings	Amount Available	(in millions)
Inventory Revolver	\$ 1,025.0	\$ —	\$ —	\$ (145.0)	\$ 880.0	
Securitization Facility	275.0	—	(91.4)	(105.0)	78.6	
International facilities	142.0	—	—	(64.1)	77.9	
Total credit facilities	<u>\$ 1,442.0</u>	<u>\$ —</u>	<u>\$ (91.4)</u>	<u>\$ (314.1)</u>	<u>\$ 1,036.5</u>	

## Cash Flows

### Operating Activities

	Successor	Predecessor	The Transition Period		Predecessor
			Eight Months Ended (unaudited)		
	September 27 - December 29, 2013	April 29 - September 26, 2013	December 29, 2013		December 30, 2012
(in millions)					
Net cash flows from operating activities	\$ 459.3	\$ (25.8)	\$ 433.5	\$ 248.0	

The following items explain the significant changes in cash flows from operating activities for the periods presented:

#### The Transition Period vs. Eight Months Ended December 30, 2012

- Cash received from customers increased due to a 7% increase in average selling prices in the Pork segment and an 18% increase in sales volume in the International segment.
- Cash paid for grain and other feed ingredients purchased by the Hog Production segment decreased approximately \$65.4 million despite a significant increase in total pounds purchased.
- In the prior year eight month period, we paid cash to settle the Missouri litigation.
- In the Transition Period, we paid \$53.8 million for the settlement of derivative contracts and for margin requirements compared to \$91.0 million received in prior year.
- Cash paid to outside hog suppliers increased due to an 8% increase in domestic live hog market prices.

	Predecessor		
	Fiscal Year Ended		
	April 28, 2013	April 29, 2012	May 1, 2011
(in millions)			
Net cash flows from operating activities	\$ 172.7	\$ 570.1	\$ 616.4

The following items explain the significant changes in cash flows from operating activities over the past three fiscal years:

#### Fiscal 2013 vs. Fiscal 2012

- Cash paid for grain and other feed ingredients purchased by the Hog Production segment increased approximately \$372 million.
- Cash received for the settlement of commodity derivative contracts and for margin requirements decreased \$103.4 million in fiscal 2013.
- Cash received from customers decreased primarily as a result of lower domestic selling prices.
- We paid cash to settle the Missouri litigation in fiscal 2013.
- Expenditures for advertising increased as part of our strategy to build brand equity and grow sales.
- Cash paid to outside hog suppliers was lower due to a 6% decrease in average domestic live hog market prices.
- Income tax payments decreased \$222.0 million as a result of significant tax refunds during the first quarter of fiscal 2013 and lower domestic taxable income.
- We contributed \$17.7 million to our qualified and non-qualified pension plans in fiscal 2013 compared to \$142.8 million in fiscal 2012.

## Fiscal 2012 vs Fiscal 2011

- Cash paid to outside hog suppliers was higher due to a 15% increase in average live hog market prices.
- Fiscal 2012 included net tax payments of \$225.7 million compared to net refunds of \$34.8 million in fiscal 2011.
- Cash paid for grain and other feed ingredients purchased by the Hog Production segment increased approximately \$262 million.
- Variable compensation paid in fiscal 2012 related to the prior year's performance was higher than the corresponding amount paid in fiscal 2011.
- We contributed \$142.8 million to our qualified and non-qualified pension plans in fiscal 2012 compared to \$128.5 million in fiscal 2011.
- Cash received from customers increased primarily as a result of higher selling prices.
- Cash received for the settlement of commodity derivative contracts and for margin requirements increased \$82.0 million.

### *Investing Activities*

	Successor	Predecessor	The Transition Period		Predecessor
			Eight Months Ended	(unaudited)	
	September 27 - December 29, 2013	April 29 - September 26, 2013	December 29, 2013	December 30, 2012	
(in millions)					
Acquisition of Smithfield Foods, Inc.	\$ (4,896.6)	\$ —	\$ (4,896.6)	\$ —	
Capital expenditures	(69.9)	(139.8)	(209.7)	(176.7)	
Business acquisition, net of cash acquired	—	(32.8)	(32.8)	(23.1)	
Net (expenditures) proceeds from breeding stock transactions	5.1	(5.3)	(0.2)	(12.4)	
Proceeds from sale of property, plant and equipment	2.3	1.7	4.0	14.8	
Advance note and other	—	(10.0)	(10.0)	0.1	
Net cash flows from investing activities	<u>\$ (4,959.1)</u>	<u>\$ (186.2)</u>	<u>\$ (5,145.3)</u>	<u>\$ (197.3)</u>	

The following items explain the significant investing activities for the periods presented:

### **The Transition Period**

- WH Group paid \$4.9 billion in connection with the Merger to acquire all of our common stock and settle all vested and unvested stock-based compensation awards.
- In May 2013, we paid \$32.8 million, net of cash acquired, for a 50% interest in KCS. Also, we advanced \$10.0 million to the seller of KCS in exchange for a promissory note, which is secured by the remaining membership interest in KCS held by the seller.
- Capital expenditures primarily related to plant and hog farm improvement projects, including the replacement of gestation stalls with group pens, which is more fully explained under "Additional Matters Affecting Liquidity" below.

**Eight Months Ended December 30, 2012**

- Capital expenditures during the prior year primarily related to plant and hog farm improvement projects, including the replacement of gestation stalls with group pens, which is more fully explained under "Additional Matters Affecting Liquidity" below.
- In October 2012, we paid \$23.1 million, net of cash acquired, for a 70% interest in American Skin Food Group, LLC.

	Predecessor		
	Fiscal Year Ended		
	April 28, 2013	April 29, 2012	May 1, 2011
(in millions)			
Capital expenditures	\$ (278.0)	\$ (290.7)	\$ (176.8)
Business acquisition, net of cash acquired	(24.0)	—	—
Dispositions	—	—	261.5
Insurance proceeds	—	—	120.6
Net (expenditures) proceeds from breeding stock transactions	(18.4)	(2.3)	26.2
Proceeds from sale of property, plant and equipment	16.9	6.4	22.8
Other	(0.2)	—	—
Net cash flows from investing activities	<u>\$ (303.7)</u>	<u>\$ (286.6)</u>	<u>\$ 254.3</u>

The following items explain the significant investing activities for each of the past three fiscal years:

**Fiscal 2013**

- Capital expenditures included \$45.9 million related to our Kinston, North Carolina plant expansion project. The remaining capital expenditures primarily related to plant and hog farm improvement projects, including the replacement of gestation stalls with group pens, which is more fully explained under "Additional Matters Affecting Liquidity" below.
- We paid \$24.0 million, net of cash acquired, for a 70% interest in American Skin Food Group, LLC.

**Fiscal 2012**

- Capital expenditures included \$32.8 million related to our Kinston, North Carolina plant expansion project and \$30.9 million related to the Cost Savings Initiative. The remaining capital expenditures primarily related to plant and hog farm improvement projects.

**Fiscal 2011**

- Capital expenditures primarily related to plant and hog farm improvement projects, including approximately \$44.0 million related to the Cost Savings Initiative.
- Dispositions included proceeds from the sale of our investment in Butterball, LLC and our related turkey production assets and proceeds from the sale of hog operations in Texas, Oklahoma and Iowa.
- The insurance proceeds represent the gain on involuntary conversion of property, plant and equipment due to the Patrick Cudahy fire upon the final settlement of claims with our insurance carriers in the third quarter of fiscal 2011.
- Proceeds from the sale of property, plant and equipment includes \$9.1 million from the sale of farm land in Texas.

## Financing Activities

	Successor	Predecessor	The Transition Period		Predecessor
			Eight Months Ended (unaudited)		
	September 27 - December 29, 2013	April 29 - September 26, 2013	December 29, 2013	December 30, 2012	
(in millions)					
Net proceeds from equity contributions	\$ 4,162.1	\$ —	\$ 4,162.1	\$ —	
Proceeds from the issuance of long-term debt and capital leases	900.3	—	900.3	1,019.2	
Principal payments on long-term debt and capital lease obligations	(218.7)	(458.7)	(677.4)	(713.4)	
Proceeds from Securitization Facility	240.0	170.0	410.0	—	
Payments on Securitization Facility	(255.0)	(50.0)	(305.0)	—	
Net borrowings (repayments) on revolving credit facilities and notes payables	(367.9)	490.3	122.4	42.8	
Repurchase of common stock	—	—	—	(386.4)	
Debt issuance costs and other	(20.4)	0.1	(20.3)	(16.5)	
Net cash flows from financing activities	<u>\$ 4,440.4</u>	<u>\$ 151.7</u>	<u>\$ 4,592.1</u>	<u>\$ (54.3)</u>	

The following items explain the significant investing activities for the periods presented:

### The Transition Period

- As part of the Merger, WH Group purchased all of our common stock as of the Merger Date. The amount paid by WH Group, net of certain transaction costs is deemed to be an equity contribution by WH Group to the Company.
- Merger Sub issued the Merger Sub Notes as part of the financing for the Merger. Also, Merger Sub incurred \$20.4 million in transaction fees in connection with the issuance of the Merger Sub Notes, which are being amortized over the life of the Merger Sub Notes. As a result of the Merger and the transactions entered into in connection therewith, we have assumed the liabilities and obligations of Merger Sub, including Merger Sub's obligations under the Merger Sub Notes.
- In the Successor Period, we made an early repayment of our \$200.0 million floating rate unsecured term loan due in February 2014.
- In the Predecessor Period, we repaid the outstanding principal balance on our 4% senior unsecured convertible notes totaling \$400.0 million.
- In the Predecessor Period, we repaid the outstanding principal amount on our 7.75% senior unsecured notes totaling \$55.0 million.
- In the Transition Period, we drew \$145.0 million on our Inventory Revolver and \$105.0 million on our Securitization Facility, net of repayments, to repay other long-term debt, as noted above.

### Eight Months Ended December 30, 2012

- In August 2012, we issued \$1.0 billion of our 2022 Notes at a price equal to 99.5% of their face value. We used \$804.9 million of the \$981.2 million in net proceeds from the debt offering to repurchase the remaining \$694.4 million of our outstanding senior notes due in May 2013 and July 2014.
- We repurchased 19,068,079 shares of our common stock for \$386.4 million as part of a previously approved share repurchase program.
- We incurred \$18.0 million in transaction fees in connection with the issuance of the 2022 Notes, which are being amortized over their ten-year life.

	Predecessor		
	Fiscal Year Ended		
	April 28, 2013	April 29, 2012	May 1, 2011
(in millions)			
Proceeds from the issuance of long-term debt	\$ 1,219.2	\$ —	\$ —
Principal payments on long-term debt and capital lease obligations	(716.5)	(152.7)	(944.5)
Net borrowings (repayments) on revolving credit facilities and notes payables	13.9	(0.3)	21.6
Repurchase of common stock	(386.4)	(189.5)	—
Change in cash collateral	—	23.9	(23.9)
Debt issuance costs and other	(14.5)	(9.8)	1.2
Net cash flows from financing activities	\$ 115.7	\$ (328.4)	\$ (945.6)

The following items explain the significant financing activities for each of the past three fiscal years:

#### Fiscal 2013

- In August 2012, we issued \$1.0 billion of our 2022 Notes at a price equal to 99.5% of their face value. We used \$804.9 million of the \$981.2 million in net proceeds from the debt offering to repurchase the remaining \$589.4 million of our 2014 Notes and \$105.0 million of our 2013 Notes.
- We repurchased 19,068,079 shares of our common stock for \$386.4 million as part of the Share Repurchase Program.
- We incurred \$18.0 million in transaction fees in connection with the issuance of the 2022 Notes, which are being amortized over their ten-year life.

#### Fiscal 2012

- We redeemed the remaining \$77.8 million of our 7% senior unsecured notes due August 2011 and repurchased \$59.7 million of our 2014 Notes.
- We repurchased 9,176,704 shares of our common stock for \$189.5 million as part of the Share Repurchase Program.
- We received \$20.0 million of cash previously held in a deposit account to serve as collateral for overdrafts on certain of our bank accounts and \$3.9 million of cash from the counterparty of our interest rate swap contract which expired in August 2011.
- We paid \$11.0 million of debt issuance costs in connection with the refinancing of the ABL Credit Facility.

#### Fiscal 2011

- We repurchased \$522.2 million of our 7% senior unsecured notes due August 2011 through open market purchases as well as a tender offer. Also, we repurchased \$190.0 million and \$200.9 million of our 2013 Notes and our 2014 Notes, respectively, as a result of a tender offer that expired on February 9, 2011.
- We repaid \$16.2 million in outstanding notes payable and received \$40.4 million from draws on credit facilities in the International segment.
- We repaid \$30.1 million on outstanding loans in the International segment.
- We transferred \$20.0 million of cash into a deposit account to serve as collateral for overdrafts on certain of our bank accounts in place of letters of credit previously used under our banking agreement and \$3.9 million of cash to the counterparty of our interest rate swap contract to serve as collateral and replace letters of credit previously provided under the contract.

## Capitalization

	Successor December 29, 2013	Predecessor	
		April 28, 2013	April 29, 2012
(in millions)			
6.625% senior unsecured notes, due August 2022, including unamortized premiums of \$21.7 million (Successor) and unamortized discounts of \$4.7 million (Predecessor)	\$ 1,021.3	\$ 995.3	\$ —
7.75% senior unsecured notes, due July 2017, including unamortized premiums of \$54.0 million (Successor)	538.4	500.0	500.0
5.25% senior unsecured notes, due August 2018	500.0	—	—
5.875% senior unsecured notes, due August 2021	400.0	—	—
7.75% senior unsecured notes, due May 2013	—	55.0	160.0
4% senior unsecured Convertible Notes, due June 2013, including unamortized discounts of \$4.1 million (Predecessor) and \$26.8 million (Predecessor)	—	395.9	373.2
10% senior secured notes, due July 2014, including unamortized discounts of \$7.0 million (Predecessor)	—	—	357.4
10% senior secured notes, due July 2014, including unamortized premiums of \$4.4 million (Predecessor)	—	—	229.4
Floating rate senior unsecured term loan, due May 2018	200.0	200.0	200.0
Floating rate senior unsecured term loan, due February 2014	—	200.0	—
Inventory Revolver, LIBOR plus 3.25%	145.0	—	—
Securitization Facility, the lender's cost of funds of 0.21% plus 1.15%	105.0	—	—
Various, interest rates from 0.0% to 5.20%, due February 2014 through June 2017	110.4	132.9	117.3
Total debt	3,020.1	2,479.1	1,937.3
Current portion	(47.3)	(675.1)	(62.5)
Total long-term debt	\$ 2,972.8	\$ 1,804.0	\$ 1,874.8
Total shareholders' equity	\$ 4,231.1	\$ 3,097.0	\$ 3,387.3

## Interest Rate Spread

As of December 29, 2013, the interest rates on borrowings under the Inventory Revolver and the Securitization Facility were LIBOR plus 3.25% and 0.21% plus 1.15%, respectively. The interest rate spread for the Inventory Revolver is based on a pricing-level grid in the agreement and is determined by our Funded Debt to EBITDA ratio (as defined in the Second Amended and Restated Credit Agreement).

## Guarantees

As part of our business, we are party to various financial guarantees and other commitments as described below. These arrangements involve elements of performance and credit risk that are not included in the consolidated balance sheet. We could become liable in connection with these obligations depending on the performance of the guaranteed party or the occurrence of future events that we are unable to predict. If we consider it probable that we will become responsible for an obligation, we will record the liability in our consolidated balance sheet.

As of December 29, 2013, we continue to guarantee \$9.5 million of leases that were transferred to JBS S.A. in connection with the sale of Smithfield Beef, Inc. Some of these lease guarantees may be released in the near future and others may remain in place until the leases expire through February 2022.

## **Additional Matters Affecting Liquidity**

### *Capital Projects*

We anticipate annual capital expenditures in the range of \$300 million to \$350 million over the next several years to upgrade facilities with new machinery and equipment in order to improve our competitive cost structure and achieve least cost/best in class operations. These expenditures are expected to be funded with cash flows from operations and/or borrowings under credit facilities.

### *Group Pens*

In January 2007, we announced a voluntary, ten-year program to phase out individual gestation stalls at our company-owned sow farms and replace the gestation stalls with group pens. We currently estimate the total cost of our transition to group pens to be approximately \$360.0 million, including associated maintenance and repairs. This program represents a significant financial commitment and reflects our desire to be more animal friendly, as well as to address the concerns and needs of our customers. As of the end of calendar year 2013, we had completed conversions to group housing for over 54% of our sows on company-owned farms. We remain on track to finish conversion to group housing for all sows on company-owned farms by the end of 2017. Our hog production operations in Poland and Romania completed their conversions to group housing facilities a number of years ago.

In January 2014, we announced the recommendation that all of our contract sow growers join with us in converting their facilities to group housing systems for pregnant sows. We asked contract sow growers to convert by 2022 and offered a sliding scale of incentives to accelerate that timetable. Growers who commit to convert to group housing will receive contract extensions upon completion of the conversion.

### *Risk Management Activities*

We are exposed to market risks primarily from changes in commodity prices, and to a lesser degree, interest rates and foreign exchange rates. To mitigate these risks, we utilize derivative instruments to hedge our exposure to changing prices and rates, as more fully described under "Derivative Financial Instruments" below. Our liquidity position may be positively or negatively affected by changes in the underlying value of our derivative portfolio. When the value of our open derivative contracts decrease, we may be required to post margin deposits with our brokers to cover a portion of the decrease. Conversely, when the value of our open derivative contracts increase, our brokers may be required to deliver margin deposits to us for a portion of the increase. During the Transition Period, margin deposits posted by us ranged from \$21.7 million to \$106.4 million. The average daily amount we held on deposit from our brokers during the Transition Period was \$54.3 million. As of December 29, 2013, the net amount on deposit with our brokers was \$47.6 million.

The effects, positive or negative, on liquidity resulting from our risk management activities tend to be mitigated by offsetting changes in cash prices in our core business. For example, in a period of rising grain prices, gains resulting from long grain derivative positions would generally be offset by higher cash prices paid to farmers and other suppliers in spot markets. These offsetting changes do not always occur, however, in the same amounts or in the same period, with lag times of as much as twelve months.

### *Pension Plan Funding*

Funding requirements for our pension plans are determined based on the funded status measured at the end of each year. The values of our pension obligation and related assets may fluctuate significantly, which may in turn lead to a larger underfunded status in our pension plans and a higher funding requirement. We contributed \$18.8 million to our qualified pension plans in the Transition Period. Our expected funding requirement in fiscal 2014 is approximately \$115.1 million.

## Contractual Obligations and Commercial Commitments

The following table provides information about our contractual obligations and commercial commitments as of December 29, 2013.

	Payments Due By Period				
	Total	< 1 Year	1-3 Years	3-5 Years	> 5 Years
	(in millions)				
Long-term debt, excluding premiums	\$ 2,944.4	\$ 47.3	\$ 318.9	\$ 1,178.6	\$ 1,399.6
Interest	1,127.9	172.4	337.2	282.8	335.5
Capital lease obligations, including interest	26.2	1.3	2.3	1.4	21.2
Operating leases	159.4	41.6	53.5	33.4	30.9
Capital expenditure commitments	20.6	20.6	—	—	—
Purchase obligations:					
Hog procurement <sup>(1)</sup>	6,468.0	1,617.3	2,200.8	1,688.2	961.7
Contract hog growers <sup>(2)</sup>	1,300.5	370.4	364.1	266.0	300.0
Grain procurement <sup>(3)</sup>	309.5	309.5	—	—	—
Other <sup>(4)</sup>	292.3	19.2	34.5	27.8	210.8
<b>Total</b>	<b>\$ 12,648.8</b>	<b>\$ 2,599.6</b>	<b>\$ 3,311.3</b>	<b>\$ 3,478.2</b>	<b>\$ 3,259.7</b>

- <sup>(1)</sup> Through the Pork and International segments, we have purchase agreements with certain hog producers. Some of these arrangements obligate us to purchase all of the hogs produced by these producers. Other arrangements obligate us to purchase a fixed amount of hogs. Due to the uncertainty of the number of hogs that we are obligated to purchase and the uncertainty of market prices at the time of hog purchases, we have estimated our obligations under these arrangements. Future payments were estimated using current live hog market prices, available futures contract prices and internal projections adjusted for historical quality premiums.
- <sup>(2)</sup> Through the Hog Production segment, we use independent farmers and their facilities to raise hogs produced from our breeding stock. Under multi-year contracts, the farmers provide the initial facility investment, labor and front line management in exchange for a performance-based service fee payable upon delivery. We are obligated to pay this service fee for all hogs delivered. We have estimated our obligation based on expected hogs delivered from these farmers.
- <sup>(3)</sup> Includes fixed price forward grain purchase contracts totaling \$101.7 million. Also includes unpriced forward grain purchase contracts which, if valued as of December 29, 2013 market prices, would be \$207.8 million. These forward grain contracts are accounted for as normal purchases. As a result, they are not recorded in the balance sheet.
- <sup>(4)</sup> Includes guaranteed royalty payments totaling \$250.0 million to Nathan's Famous Inc. (Nathan's) over an 18 year contractual term commencing in March 2014. In December 2012, John Morrell signed an agreement with Nathan's to become Nathan's exclusive licensee to manufacture and sell branded hot dog, sausage and corn beef products in the retail market. Under the terms of the agreement, guaranteed minimum royalty payments are \$10.0 million for the first year and increase at a compounded average annual rate of 3.2% over the contract term.

## OFF-BALANCE SHEET ARRANGEMENTS

We do not have any off-balance sheet arrangements that have a material current effect, or that are reasonably likely to have a material future effect, on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

## DERIVATIVE FINANCIAL INSTRUMENTS

We are exposed to market risks primarily from changes in commodity prices, as well as interest rates and foreign exchange rates. To mitigate these risks, we utilize derivative instruments to hedge our exposure to changing prices and rates.

Derivative instruments are recorded in the balance sheet as either assets or liabilities at fair value. For derivatives that qualify and have been designated as cash flow or fair value hedges for accounting purposes, changes in fair value have no net impact on earnings, to the extent the derivative is considered perfectly effective in achieving offsetting changes in fair value or cash flows attributable to the risk being hedged, until the hedged item is recognized in earnings (commonly referred to as the "hedge accounting" method). For derivatives that do not qualify or are not designated as hedging instruments for accounting purposes, changes in fair value are recorded in current period earnings (commonly referred to as the "mark-to-market" method). Under this guidance, we may elect either method of accounting for our derivative portfolio, assuming all the necessary requirements are met. We have in the past availed ourselves of either acceptable method and expect to do so in the future. We believe all of our derivative instruments represent economic hedges against changes in prices and rates, regardless of their designation for accounting purposes.

When available, we use quoted market prices to determine the fair value of our derivative instruments. This may include exchange prices, quotes obtained from brokers, or independent valuations from external sources, such as banks. In some cases where market prices are not available, we make use of observable market based inputs to calculate fair value.

The size and mix of our derivative portfolio varies from time to time based upon our analysis of current and future market conditions. The following table presents the fair values of our open derivative financial instruments in the consolidated balance sheets <sup>(1)</sup>.

	Successor	Predecessor	
	December 29, 2013	April 28, 2013	April 29, 2012
(in millions)			
Grains	\$ (11.2)	\$ (78.0)	\$ 33.8
Livestock	(7.1)	14.7	23.1
Energy	2.9	2.5	(12.2)
Foreign currency	1.0	0.4	3.6

<sup>(1)</sup> Negative amounts represent net liabilities

### Sensitivity Analysis

The following table presents the sensitivity of the fair value of our open derivative contracts to a hypothetical 10% change in market prices or foreign exchange rates, as of December 29, 2013, April 28, 2013 and April 29, 2012.

	Successor	Predecessor	
	December 29, 2013	April 28, 2013	April 29, 2012
(in millions)			
Grains	\$ 29.9	\$ 38.1	\$ 49.4
Livestock	48.0	12.7	18.0
Energy	5.2	5.4	3.3
Foreign currency	5.8	5.0	11.9

### Commodities Risk

Our meat processing and hog production operations use various raw materials, primarily live hogs, corn, soybean meal and wheat, which are actively traded on commodity exchanges. We hedge these commodities when we determine conditions are appropriate to mitigate the inherent price risks. While this hedging may limit our ability to participate in gains from favorable commodity fluctuations, it also tends to reduce the risk of loss from adverse changes in raw material prices. Commodities underlying our derivative instruments are subject to significant price fluctuations. Any requirement to mark-to-market the positions that have not been designated or do not qualify for hedge accounting could result in volatility in our results of operations. We attempt to closely match the hedging instrument terms with the hedged item's terms. Gains and losses resulting from our commodity derivative contracts are recorded in cost of sales except for lean hog contracts that are designated in cash flow hedging relationships, which are recorded in sales, and are offset by increases and decreases in cash prices in our core business (with such increases and decreases reflected in the same income statement line items). For example, in a period of rising grain prices, gains resulting from long grain derivative positions would generally be offset by higher cash prices paid to farmers and other suppliers in spot markets. However, under the "mark-to-market" method described above, these offsetting changes do not always occur in the same period, with lag times of as much as twelve months.

## Interest Rate and Foreign Currency Exchange Risk

We periodically enter into interest rate swaps to hedge our exposure to changes in interest rates on certain financial instruments and to manage the overall mix of fixed rate and floating rate debt instruments. We also periodically enter into foreign exchange forward contracts to hedge exposure to changes in foreign currency rates on foreign denominated assets and liabilities as well as forecasted transactions denominated in foreign currencies.

The following tables present the effects on our consolidated financial statements of pre-tax gains and losses on derivative instruments designated in cash flow hedging relationships:

### Cash Flow Hedges

Gain (Loss) Recognized in Other Comprehensive Income (Loss) on Derivative (Effective Portion)		Gain (Loss) Reclassified from Accumulated Other Comprehensive Income (Loss) into Earnings (Effective Portion)		Gain (Loss) Recognized in Earnings on Derivative (Ineffective Portion)	
Successor	Predecessor	Successor	Predecessor	Successor	Predecessor
September 27 - December 29, 2013	April 29 - September 26, 2013	September 27 - December 29, 2013	April 29 - September 26, 2013	September 27 - December 29, 2013	April 29 - September 26, 2013
(in millions)		(in millions)		(in millions)	
<i>Commodity contracts:</i>					
Grain contracts	\$ (8.9)	\$ 3.1	\$ (0.9)	\$ 23.6	\$ (3.7)
Lean hog contracts	3.1	(29.3)	3.0	5.9	—
Foreign exchange contracts	3.5	(0.4)	0.3	(0.3)	—
Total	\$ (2.3)	\$ (26.6)	\$ 2.4	\$ 29.2	\$ (3.7)
					\$ 0.5
<i>Gain (Loss) Recognized in Other Comprehensive Income (Loss) on Derivative (Effective Portion)</i>		<i>Gain (Loss) Reclassified from Accumulated Other Comprehensive (Income) Loss into Earnings (Effective Portion)</i>		<i>Gain (Loss) Recognized in Earnings on Derivative (Ineffective Portion)</i>	
<i>Predecessor</i>		<i>Predecessor</i>		<i>Predecessor</i>	
<i>Fiscal Year Ended</i>			<i>Fiscal Year Ended</i>		
April 28, 2013	April 29, 2012	May 1, 2011	April 28, 2013	April 29, 2012	May 1, 2011
(in millions)			(in millions)		
<i>Commodity contracts:</i>					
Grain contracts	\$ 39.1	\$ 5.5	\$ 232.9	\$ 108.4	\$ 75.1
Lean hog contracts	13.6	102.8	(82.8)	54.9	32.3
Interest rate contracts	—	—	(1.2)	—	(2.4)
Foreign exchange contracts	0.4	(2.5)	(4.1)	2.1	(4.1)
Total	\$ 53.1	\$ 105.8	\$ 144.8	\$ 165.4	\$ 100.9
					\$ 26.6
					\$ 0.4
					\$ (0.7)
					\$ 0.9

**Fair Value Hedges**

	Gain (Loss) Recognized in Earnings on Derivative				
	Successor	Predecessor			
	September 27 - December 29, 2013	April 29 - September 26, 2013	April 28, 2013	April 29, 2012	May 1, 2011
(in millions)					
Commodity contracts	\$ —	\$ 0.5	\$ (12.8)	\$ 21.9	\$ (4.2)

	Gain (Loss) Recognized in Earnings on Related Hedged Item				
	Successor	Predecessor			
	September 27 - December 29, 2013	April 29 - September 26, 2013	April 28, 2013	April 29, 2012	May 1, 2011
(in millions)					
Commodity contracts	\$ 0.1	\$ (0.5)	\$ 5.0	\$ (16.7)	\$ 5.4

**Mark-to-Market Method**

	Gain (Loss) Recognized in Earnings on Related Hedged Item				
	Successor	Predecessor			
	September 27 - December 29, 2013	April 29 - September 26, 2013	April 28, 2013	April 29, 2012	May 1, 2011
(in millions)					
Commodity contracts	\$ (5.9)	\$ 8.5	\$ 42.6	\$ 6.4	\$ 63.4
Foreign exchange contracts	1.2	(0.2)	3.7	7.7	(9.0)
Total	\$ (4.7)	\$ 8.3	\$ 46.3	\$ 14.1	\$ 54.4

## CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preparation of consolidated financial statements requires us to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates and assumptions are based on our experience and our understanding of the current facts and circumstances. Actual results could differ from those estimates. The following is a summary of certain accounting policies and estimates we consider critical. Our accounting policies are more fully discussed in Note 1 in "Item 8. Financial Statements and Supplementary Data."

<b>Description</b>	<b>Judgments and Uncertainties</b>	<b>Effect if Actual Results Differ From Assumptions</b>
<b>Business Combinations</b>		
We have been a part of multiple business combinations during the Transition Period and the past three fiscal years, including the Merger.	In accounting for the Merger, WH Group's cost of acquiring the Company has been pushed-down to establish a new accounting basis for the Company.	We have not made any material changes in the accounting methodology used in purchase price allocation during the Transition Period nor during the past three fiscal years.
Each of these business combinations was accounted for using the acquisition method of accounting. The acquisition method of accounting involves the allocation of the purchase price to the estimated fair values of the assets acquired and liabilities assumed.	The preliminary allocation of consideration to the assets acquired and liabilities assumed by WH Group in the Merger reflects preliminary fair value estimates based on management's analysis, including preliminary work performed by third-party valuation specialists, which are subject to change within the measurement period as valuations are finalized.	We do not believe there is a reasonable likelihood there will be a material change in the preliminary fair value estimates made as part of the Merger. However, as previously noted, these estimates are preliminary and subject to change within the measurement period as valuations are finalized. Any material measurement period adjustments will be applied retrospectively to the Merger Date.
<b>Contingent liabilities</b>		
We are subject to lawsuits, investigations and other claims related to the operation of our farms, labor, livestock procurement, securities, environmental, product, taxing authorities and other matters, and are required to assess the likelihood of any adverse judgments or outcomes to these matters, as well as potential ranges of probable losses and fees.	Our contingent liabilities contain uncertainties because the eventual outcome will result from future events, and determination of current reserves requires estimates and judgments related to future changes in facts and circumstances, differing interpretations of the law and assessments of the amount of damages or fees, and the effectiveness of strategies or other factors beyond our control.	We have not made any material changes in the accounting methodology used to establish our contingent liabilities during the Transition Period nor during the past three fiscal years.
A determination of the amount of reserves and disclosures required, if any, for these contingencies are made after considerable analysis of each individual issue. We accrue for contingent liabilities when an assessment of the risk of loss is probable and can be reasonably estimated. We disclose contingent liabilities when the risk of loss is reasonably possible or probable.		We do not believe there is a reasonable likelihood there will be a material change in the estimates or assumptions used to calculate our contingent liabilities.

<b>Description</b>	<b>Judgments and Uncertainties</b>	<b>Effect if Actual Results Differ From Assumptions</b>
<b>Marketing and advertising costs</b>		
We incur advertising, customer incentive and consumer incentive costs to promote products through marketing programs. These programs include cooperative advertising, volume discounts, in-store display incentives, coupons and other programs.	Recognition of the costs related to these programs contains uncertainties due to judgment required in estimating the potential performance and redemption of each program. These estimates are based on many factors, including experience of similar promotional programs.	We have not made any material changes in the accounting methodology used to establish our marketing accruals during the Transition Period nor during the past three fiscal years.
Advertising costs are charged in the period incurred except for certain production costs, which are expensed upon the first airing of the advertisement. We accrue customer and consumer incentive costs based on the estimated performance, historical utilization and redemption of each program.		We do not believe there is a reasonable likelihood there will be a material change in the estimates or assumptions used to calculate our marketing accruals. However, if actual results are not consistent with our estimates or assumptions, we may be exposed to gains or losses that could be material.
Except for certain amounts related to cooperative advertising arrangements, cash consideration given to customers is considered a reduction in the price of our products, thus recorded as a reduction to sales. The remainder of marketing and advertising costs is recorded as a selling, general and administrative expense.		

Description	Judgments and Uncertainties	Effect if Actual Results Differ From Assumptions
<b>Impairment Considerations of Equity Method Investments</b>		
<p>Each quarter, we review the carrying value of our investments and consider whether indicators of impairment exist. Examples of impairment indicators include a history or expectation of future operating losses and declines in a quoted share price, among other factors. If an impairment indicator exists, we must evaluate the fair value of our investment to determine if a loss in value, which is other than temporary, has occurred. If we consider any such decline to be other than temporary (based on various factors, including historical financial results, product development activities and the overall health of the affiliate's industry), then a write-down of the investment to its estimated fair value would be recorded.</p>	<p>In assessing the fair value of an investment, we consider a variety of information, including, when available, independent third party valuation reports, which incorporate generally accepted valuation techniques, and quoted market prices for our investment adjusted for any influence premium that should be applied to the market price based on our ability to exert significant influence over the operational and strategic decisions of the company. We also consider the history of our investment's cash flows, expectations about future cash flows and market multiples for comparable businesses.</p>	<p>We have not made any material changes in the accounting methodology used to evaluate impairment of equity method investments during the Transition Period nor during the last three fiscal years.</p>
<b>Accrued self insurance</b>		
<p>We are self insured for certain losses related to health and welfare, workers' compensation, auto liability and general liability claims.</p>	<p>Our self-insurance liabilities contain uncertainties due to assumptions required and judgment used.</p>	<p>We have not made any material changes in the accounting methodology used to establish our self-insurance liabilities during the Transition Period nor during the past three fiscal years.</p>
<p>We use an independent third-party actuary to assist in the determination of certain of our self-insurance liabilities. We and the actuary consider a number of factors when estimating our self-insurance liability, including claims experience, demographic factors, severity factors and other actuarial assumptions.</p>	<p>Costs to settle our obligations, including legal and healthcare costs, could increase or decrease causing estimates of our self-insurance liabilities to change. Incident rates, including frequency and severity, could increase or decrease causing estimates in our self-insurance liabilities to change.</p>	<p>We do not believe there is a reasonable likelihood there will be a material change in the estimates or assumptions used to calculate our self-insurance liabilities. However, if actual results are not consistent with our estimates or assumptions, we may be exposed to gains or losses that could be material. A 10% increase in the estimates as of December 29, 2013, would result in an increase in the amount we recorded for our insurance liabilities of approximately \$10.2 million.</p>
<p>We periodically review our estimates and assumptions with our third-party actuary to assist us in determining the adequacy of our self-insurance liability.</p>		

Description	Judgments and Uncertainties	Effect if Actual Results Differ From Assumptions
<b>Impairment of long-lived assets</b>		
<p>Long-lived assets are evaluated for impairment whenever events or changes in circumstances indicate the carrying value may not be recoverable. Examples include a current expectation that a long-lived asset will be disposed of significantly before the end of its previously estimated useful life, a significant adverse change in the extent or manner in which we use a long-lived asset or a change in its physical condition.</p>	<p>Our impairment analysis contains uncertainties due to judgment in assumptions and estimates surrounding undiscounted future cash flows of the long-lived asset, including forecasting useful lives of assets and selecting the discount rate that reflects the risk inherent in future cash flows.</p>	<p>We have not made any material changes in the accounting methodology used to evaluate the impairment of long-lived assets during the Transition Period nor during the last three fiscal years.</p>
<p>When evaluating long-lived assets for impairment, we compare the carrying value of the asset to the asset's estimated undiscounted future cash flows. Impairment is recorded if the estimated future cash flows are less than the carrying value of the asset. The impairment is the excess of the carrying value over the fair value of the long-lived asset.</p>	<p>We do not believe there is a reasonable likelihood there will be a material change in the estimates or assumptions used to calculate impairments of long-lived assets. However, if actual results are not consistent with our estimates and assumptions used to calculate estimated future cash flows, we may be exposed to future impairment losses that could be material.</p>	<p>During the Transition Period, fiscal 2013, fiscal 2012 and fiscal 2011, we had no significant impairments of long-lived assets.</p>

Description	Judgments and Uncertainties	Effect if Actual Results Differ From Assumptions
<b>Impairment of goodwill and other non-amortized intangible assets</b>		
<p>Goodwill and indefinite-lived intangible assets are tested for impairment annually in the fourth quarter, or sooner if impairment indicators arise. In the evaluation of goodwill for impairment, we may perform a qualitative assessment to determine if it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If it is not, no further analysis is required. If it is, a prescribed two-step goodwill impairment test is performed to identify potential goodwill impairment and measure the amount of goodwill impairment loss to be recognized for that reporting unit, if any.</p>	<p>We estimate the fair value of our reporting units by applying valuation multiples and/or estimating future discounted cash flows.</p>	<p>We have not made any material changes in the accounting methodology used to evaluate impairment of goodwill and other intangible assets during the Transition Period nor during the last three fiscal years.</p>
<p>The first step in the two-step impairment test is to identify if a potential impairment exists by comparing the fair value of a reporting unit with its carrying amount, including goodwill. If the fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is not considered to have a potential impairment and the second step of the impairment test is not necessary. However, if the carrying amount of a reporting unit exceeds its fair value, the second step is performed to determine if goodwill is impaired and to measure the amount of impairment loss to recognize, if any.</p>	<p>The selection of multiples and cash flows is dependent upon assumptions regarding future levels of operating performance as well as business trends and prospects, and industry, market and economic conditions.</p>	<p>As of December 29, 2013, we had \$1.6 billion of goodwill and \$1.3 billion of other non-amortized intangible assets. Goodwill and other intangible assets were recorded at fair value as of the Merger Date.</p>
<p>The second step compares the implied fair value of goodwill with the carrying amount of goodwill. If the implied fair value of goodwill exceeds the carrying amount, goodwill is not considered impaired. However, if the carrying amount of goodwill exceeds the implied fair value, an impairment loss is recognized in an amount equal to that excess.</p>	<p>A discounted cash flow analysis requires us to make various judgmental assumptions about sales, operating margins, growth rates and discount rates. When estimating future discounted cash flows, we consider the assumptions that hypothetical marketplace participants would use in estimating future cash flows. In addition, where applicable, an appropriate discount rate is used, based on our cost of capital or location-specific economic factors.</p>	<p>The fair values of trademarks have been calculated using a royalty rate method. Assumptions about royalty rates are based on the rates at which similar brands and trademarks are licensed in the marketplace.</p>
		<p>Our impairment analysis contains uncertainties due to uncontrollable events that could positively or negatively impact the anticipated future economic and operating conditions.</p>

Description	Judgments and Uncertainties	Effect if Actual Results Differ From Assumptions
<p>The implied fair value of goodwill is determined in the same manner as the amount of goodwill recognized in a business combination (i.e., the fair value of the reporting unit is allocated to all the assets and liabilities, including any unrecognized intangible assets, as if the reporting unit had been acquired in a business combination and the fair value of the reporting unit was the purchase price paid to acquire the reporting unit).</p>		
<p>For our other non-amortized intangible assets, if the carrying value of the intangible asset exceeds its fair value, an impairment loss is recognized in an amount equal to that excess.</p>		
<p>We have elected to make the first day of the fourth quarter the annual impairment assessment date for goodwill and other intangible assets. However, we could be required to evaluate the recoverability of goodwill and other intangible assets prior to the required annual assessment if we experience disruptions to the business, unexpected significant declines in operating results, divestiture of a significant component of the business or a decline in market capitalization.</p>		

Description	Judgments and Uncertainties	Effect if Actual Results Differ From Assumptions
<b>Income taxes</b>		
We estimate total income tax expense based on statutory tax rates and tax planning opportunities available to us in various jurisdictions in which we earn income.	Changes in tax laws and rates could affect recorded deferred tax assets and liabilities in the future.	We do not believe there is a reasonable likelihood there will be a material change in the tax related balances or valuation allowances. However, due to the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from the current estimate of the tax liabilities.
Federal income taxes include an estimate for taxes on earnings of foreign subsidiaries expected to be remitted to the United States and be taxable, but not for earnings considered indefinitely invested in the foreign subsidiary.	Changes in projected future earnings could affect the recorded valuation allowances in the future.	
Deferred income taxes are recognized for the future tax effects of temporary differences between financial and income tax reporting using tax rates in effect for the years in which the differences are expected to reverse.	Our calculations related to income taxes contain uncertainties due to judgment used to calculate tax liabilities in the application of complex tax regulations across the tax jurisdictions where we operate.	To the extent we prevail in matters for which liabilities have been established, or are required to pay amounts in excess of our recorded liabilities, our effective tax rate in a given financial statement period could be materially affected. An unfavorable tax settlement may require use of our cash and result in an increase in our effective tax rate in the period of resolution. A favorable tax settlement could be recognized as a reduction in our effective tax rate in the period of resolution.
Valuation allowances are recorded when it is likely a tax benefit will not be realized for a deferred tax asset.	Our analysis of unrecognized tax benefits contain uncertainties based on judgment used to apply the more likely than not recognition and measurement thresholds.	
We record unrecognized tax benefit liabilities for known or anticipated tax issues based on our analysis of whether, and the extent to which, additional taxes will be due. This analysis is performed in accordance with the applicable accounting guidance.		

Description	Judgments and Uncertainties	Effect if Actual Results Differ From Assumptions	
<b>Pension Accounting</b>	<p>We provide the majority of our U.S. employees with pension benefits. We account for our pension plans in accordance with the applicable accounting guidance, which requires us to recognize the funded status of our pension plans in our consolidated balance sheets and to recognize, as a component of other comprehensive income (loss), the gains or losses and prior service costs or credits that arise during the period, but are not recognized in net periodic benefit cost.</p> <p>We use an independent third-party actuary to assist in the determination of our pension obligation and related costs.</p> <p>We generally contribute the minimum amount required under government regulations to our qualified pension plans. We funded \$18.8 million, \$17.7 million, \$142.8 million and \$128.5 million to our qualified pension plans during the Transition Period, fiscal 2013, 2012 and 2011, respectively. We expect to fund approximately \$141 million in fiscal 2014.</p>	<p>The measurement of our pension obligation and costs is dependent on a variety of assumptions regarding future events. The key assumptions we use include discount rates, salary growth, retirement ages/mortality rates and the expected return on plan assets.</p>	<p>If actual results are not consistent with our estimates or assumptions, we may be exposed to gains or losses that could be material. For example, the discount rate used to measure our projected benefit obligation increased from 4.45% as of April 28, 2013 to 5.25% as of December 29, 2013, which is the primary cause for a \$172.4 million increase in funded status.</p>
	<p>These assumptions may have an effect on the amount and timing of future contributions. The discount rate assumption is based on investment yields available at year-end on corporate bonds rated AA and above with a maturity to match our expected benefit payment stream. The salary growth assumption reflects our long-term actual experience, the near-term outlook and assumed inflation. Retirement rates are based primarily on actual plan experience. Mortality rates are based on mandated mortality tables, which have flexibility to consider industry specific groups, such as blue collar or white collar. The expected return on plan assets reflects asset allocations, investment strategy and historical returns of the asset categories. The effects of actual results differing from these assumptions are accumulated and amortized over future periods and, therefore, generally affect our recognized expense in such future periods.</p>	<p>An additional 0.50% decrease in the discount rate used to measure our projected benefit obligation would have further reduced the funded status by \$110.6 million as of December 29, 2013, and would have resulted in an additional \$7.4 million in net pension cost for the Transition Period.</p>	
	<p>The following weighted average assumptions were used to determine our benefit obligation and net benefit cost for the Successor Period:</p> <ul style="list-style-type: none"> <li>• 5.30% – Discount rate to determine net benefit cost</li> <li>• 5.25% – Discount rate to determine pension benefit obligation</li> <li>• 7.25% – Expected return on plan assets</li> <li>• 4.00% – Salary growth</li> </ul>	<p>A 0.50% decrease in expected return on plan assets would have resulted in an additional \$3.6 million in net pension cost for the Transition Period.</p> <p>In addition to higher net pension cost, a significant decrease in the funded status of our pension plans caused by either a devaluation of plan assets or a decline in the discount rate would result in higher pension funding requirements.</p>	

#### **Derivatives Accounting**

See “Derivative Financial Instruments” above for a discussion of our derivative accounting policy.

## **Recent Accounting Pronouncements**

See Note 1 in “Item 8. Financial Statements and Supplementary Data” for information about recently issued accounting standards not yet adopted by us, including their potential effects on our financial statements.

## **FORWARD-LOOKING INFORMATION**

This report contains “forward-looking” statements within the meaning of the federal securities laws. The forward-looking statements include statements concerning our outlook for the future, as well as other statements of beliefs, future plans and strategies or anticipated events, and similar expressions concerning matters that are not historical facts. Our forward-looking information and statements are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in, or implied by, the forward-looking statements. These risks and uncertainties include, but are not limited to, the availability and prices of live hogs, feed ingredients (including corn), raw materials, fuel and supplies, food safety, livestock disease, live hog production costs, product pricing, the competitive environment and related market conditions, risks associated with our indebtedness, including cost increases due to rising interest rates or changes in debt ratings or outlook, hedging risk, adverse weather conditions, operating efficiencies, changes in foreign currency exchange rates, access to capital, the cost of compliance with and changes to regulations and laws, including changes in accounting standards, tax laws, environmental laws, agricultural laws and occupational, health and safety laws, adverse results from litigation, actions of domestic and foreign governments, labor relations issues, credit exposure to large customers, the ability to realize the anticipated strategic benefits of the acquisition of Smithfield Foods, Inc. by WH Group, the ability to make effective acquisitions and successfully integrate newly acquired businesses into existing operations and other risks and uncertainties described under “Item 1A. Risk Factors.” Readers are cautioned not to place undue reliance on forward-looking statements because actual results may differ materially from those expressed in, or implied by, the statements. Any forward-looking statement that we make speaks only as of the date of such statement, and we undertake no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise. Comparisons of results for current and any prior periods are not intended to express any future trends or indications of future performance, unless expressed as such, and should only be viewed as historical data.

## **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Information about our exposure to market risk is included in “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations—Derivative Financial Instruments” of this Transition Report on Form 10-K.

All statements other than historical information required by this item are forward-looking statements. The actual impact of future market changes could differ materially because of, among others, the factors discussed in this Transition Report on Form 10-K.

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA****INDEX TO FINANCIAL STATEMENTS AND FINANCIAL STATEMENT SCHEDULE**

	<u>PAGE</u>
<u>Reports of Independent Registered Public Accounting Firms on Consolidated Financial Statements</u>	<u>66</u>
<u>Consolidated Statements of Income - September 27, 2013 to December 29, 2013 (Successor); April 29, 2013 to September 26, 2013 (Predecessor) and for the Fiscal Years 2013, 2012 and 2011 (Predecessor)</u>	<u>68</u>
<u>Consolidated Statements of Comprehensive Income - September 27, 2013 to December 29, 2013 (Successor); April 29, 2013 to September 26, 2013 (Predecessor) and for the Fiscal Years 2013, 2012 and 2011 (Predecessor)</u>	<u>69</u>
<u>Consolidated Balance Sheets as of December 29, 2013 (Successor), April 28, 2013 (Predecessor) and April 29, 2012 (Predecessor)</u>	<u>70</u>
<u>Consolidated Statements of Cash Flows - September 27, 2013 to December 29, 2013 (Successor); April 29, 2013 to September 26, 2013 (Predecessor) and for the Fiscal Years 2013, 2012 and 2011 (Predecessor)</u>	<u>71</u>
<u>Consolidated Statements of Shareholders' Equity - September 27, 2013 to December 29, 2013 (Successor); April 29, 2013 to September 26, 2013 (Predecessor) and for the Fiscal Years 2013, 2012 and 2011 (Predecessor)</u>	<u>72</u>
<u>Notes to Consolidated Financial Statements</u>	<u>74</u>
<u>Schedule II—Valuation and Qualifying Accounts</u>	<u>128</u>

**REPORT OF DELOITTE & TOUCHE LLP, INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To The Board of Directors and Shareholder of Smithfield Foods, Inc.  
Smithfield, Virginia

We have audited the accompanying consolidated balance sheet of Smithfield Foods Inc. and subsidiaries (the "Company") as of December 29, 2013 and the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows for the periods from September 27, 2013 to December 29, 2013 (Successor) and from April 29, 2013 to September 26, 2013 (Predecessor). Our audit also included the financial statement schedules listed in the Index at Item 15. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedule based on our audits.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Smithfield Foods Inc. and subsidiaries as of December 29, 2013, and the results of their operations and their cash flows for the periods from September 27, 2013 to December 29, 2013 (Successor) and from April 29, 2013 to September 26, 2013 (Predecessor), in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

As discussed in Note 2 to the financial statements, on September 26, 2013, WH Group Limited (WH Group), formerly Shuanghui International Holdings Limited, acquired all of the outstanding shares of the Company and WH Group's cost of acquiring the Company has been pushed-down to establish a new accounting basis for the Company. Additionally, as discussed in Note 1 to the financial statements, on January 16, 2014, the Company changed its fiscal year end from the 52 or 53 week period which ends on the Sunday nearest to April 30 to the 52 or 53 week period which ends on the Sunday nearest to December 31. The change became effective at the end of the period ended December 29, 2013.

/s/ DELOITTE & TOUCHE LLP

Richmond, VA  
March 20, 2014

**REPORT OF ERNST & YOUNG LLP, INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To The Board of Directors and Shareholder of Smithfield Foods, Inc.  
Smithfield, Virginia

We have audited the accompanying consolidated balance sheets of Smithfield Foods, Inc. and subsidiaries as of April 28, 2013 and April 29, 2012, and the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows for each of the three years in the period ended April 28, 2013. Our audits also included the financial statement schedule listed in the Index at Item 15. These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Smithfield Foods, Inc. and subsidiaries at April 28, 2013 and April 29, 2012, and the consolidated results of their operations and their cash flows for each of the three years in the period ended April 28, 2013, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

/s/ ERNST & YOUNG LLP

Richmond, Virginia  
June 18, 2013, except for Note 4, as to which the date is March 20, 2014

**SMITHFIELD FOODS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF INCOME**  
(in millions)

	September 27 - December 29, 2013	Predecessor			
		Fiscal Year Ended			
		April 29 - September 26, 2013	April 28, 2013	April 29, 2012	May 1, 2011
Sales	\$ 3,894.2	\$ 5,679.5	\$ 13,221.1	\$ 13,094.3	\$ 12,202.7
Cost of sales	3,543.1	5,190.1	11,901.4	11,544.9	10,488.6
Gross profit	351.1	489.4	1,319.7	1,549.4	1,714.1
Selling, general and administrative expenses	213.4	341.7	815.4	816.9	789.8
Gain on fire insurance recovery	—	—	—	—	(120.6)
Merger related costs	23.9	18.0	—	—	—
Loss (income) from equity method investments	2.6	0.5	(15.0)	9.9	(50.1)
Operating profit	111.2	129.2	519.3	722.6	1,095.0
Interest expense	59.0	64.6	168.7	176.7	245.4
Loss on debt extinguishment	1.7	—	120.7	12.2	92.5
Income before income taxes	50.5	64.6	229.9	533.7	757.1
Income tax expense	15.8	12.7	46.1	172.4	236.1
Net income	\$ 34.7	\$ 51.9	\$ 183.8	\$ 361.3	\$ 521.0

See Notes to Consolidated Financial Statements

**SMITHFIELD FOODS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(in millions)

	Successor  September 27 - December 29, 2013	Predecessor			Fiscal Year Ended  April 29 - September 26, 2013      April 28, 2013      April 29, 2012      May 1, 2011	
		Fiscal Year Ended				
		April 29 - September 26, 2013	April 28, 2013	April 29, 2012		
Net income	\$ 34.7	\$ 51.9	\$ 183.8	\$ 361.3	\$ 521.0	
<b>Other comprehensive income (loss):</b>						
Foreign currency translation:						
Translation adjustment	29.6	23.3	(12.5)	(185.7)	120.2	
Tax (expense) benefit	(2.3)	(6.4)	1.4	25.9	2.9	
Pension accounting:						
Net actuarial gains (losses)	23.7	—	(93.9)	(326.1)	60.8	
Reclassification of losses into net income	—	24.8	52.8	23.5	38.9	
Tax benefit (expense)	(9.1)	(9.7)	15.9	117.6	(37.1)	
Hedge accounting:						
Net derivative (losses) gains	(2.3)	(26.6)	53.3	105.6	144.9	
Reclassification of net gains into net income	(2.4)	(29.2)	(165.4)	(100.9)	(26.6)	
Tax benefit (expense)	1.8	21.8	43.1	(1.6)	(45.7)	
Total other comprehensive income (loss)	39.0	(2.0)	(105.3)	(341.7)	258.3	
Total comprehensive income	<u>\$ 73.7</u>	<u>\$ 49.9</u>	<u>\$ 78.5</u>	<u>\$ 19.6</u>	<u>\$ 779.3</u>	

See Notes to Consolidated Financial Statements

**SMITHFIELD FOODS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
(in millions, except share data)

	Successor	Predecessor	
	December 29, 2013	April 28, 2013	April 29, 2012
<b>ASSETS</b>			
<i>Current assets:</i>			
Cash and cash equivalents	\$ 193.4	\$ 310.6	\$ 324.3
Accounts receivable, net	810.9	663.2	624.7
Inventories	2,274.7	2,348.3	2,072.4
Prepaid expenses and other current assets	225.1	229.7	277.6
Total current assets	<u>3,504.1</u>	3,551.8	3,299.0
Property, plant and equipment, net	2,745.9	2,298.4	2,277.2
Goodwill	1,622.5	782.4	768.2
Investments	496.5	532.4	522.6
Intangible assets, net	1,405.8	390.4	381.8
Other assets	180.0	161.0	173.4
Total assets	<u>\$ 9,954.8</u>	<u>\$ 7,716.4</u>	<u>\$ 7,422.2</u>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>			
<i>Current liabilities:</i>			
Current portion of long-term debt and capital lease obligations	48.5	676.1	63.5
Accounts payable	614.4	429.1	415.8
Accrued expenses and other current liabilities	632.7	641.0	657.0
Total current liabilities	<u>1,295.6</u>	1,746.2	1,136.3
Long-term debt and capital lease obligations	2,997.4	1,829.2	1,900.9
Net long-term pension liability	504.4	697.0	581.9
Deferred income taxes, net	745.9	205.8	290.8
Other liabilities	131.1	127.8	122.3
Redeemable noncontrolling interests	48.6	12.7	2.0
<i>Commitments and contingencies</i>			
<i>Equity:</i>			
Shareholders' equity:			
Preferred stock, \$1.00 par value, 1,000,000 authorized shares (Predecessor)	—	—	—
Common stock, no par value, 1,000 authorized shares; 1,000 issued and outstanding (Successor)	—	—	—
Common stock, \$.50 par value, 500,000,000 authorized shares; 138,919,056 and 157,408,077 issued and outstanding (Predecessor)	—	69.5	78.7
Additional paid-in capital	4,157.4	1,389.9	1,561.0
Stock held in trust	—	(68.8)	(67.9)
Retained earnings	34.7	2,322.6	2,326.4
Accumulated other comprehensive income (loss)	39.0	(616.2)	(510.9)
Total shareholders' equity	<u>4,231.1</u>	<u>3,097.0</u>	<u>3,387.3</u>
Noncontrolling interests	0.7	0.7	0.7
Total equity	<u>4,231.8</u>	<u>3,097.7</u>	<u>3,388.0</u>
Total liabilities and shareholders' equity	<u>\$ 9,954.8</u>	<u>\$ 7,716.4</u>	<u>\$ 7,422.2</u>

See Notes to Consolidated Financial Statements

**SMITHFIELD FOODS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in millions)

	Successor  September 27 - December 29, 2013	Predecessor			
		Fiscal Year Ended			
		April 29 - September 26, 2013	April 28, 2013	April 29, 2012	May 1, 2011
<i>Cash flows from operating activities:</i>					
Net income	\$ 34.7	\$ 51.9	\$ 183.8	\$ 361.3	\$ 521.0
<i>Adjustments to reconcile net cash flows from operating activities:</i>					
(Income) loss from equity method investments	2.6	0.5	(15.0)	9.9	(50.1)
Depreciation and amortization	55.4	106.5	239.9	242.8	231.9
Gain on fire insurance recovery	—	—	—	—	(120.6)
Impact of inventory fair value step-up on cost of sales	45.4	—	—	—	—
Deferred income taxes	14.5	(3.7)	(5.3)	90.2	158.2
Impairment of assets	0.5	2.0	4.2	2.9	9.2
Pension expense	11.9	44.8	96.1	57.2	82.0
Pension contributions	(9.1)	(9.7)	(17.7)	(142.8)	(128.5)
<i>Changes in operating assets and liabilities and other, net:</i>					
Accounts receivable	(37.8)	(86.0)	(39.9)	47.8	(63.8)
Inventories	199.8	(108.7)	(273.9)	(89.8)	(178.4)
Prepaid expenses and other current assets	(66.7)	72.8	52.0	(68.1)	132.2
Accounts payable	107.0	64.2	14.7	2.5	36.6
Accrued expenses and other current liabilities	151.7	(150.3)	(15.9)	12.6	(72.6)
Other	(50.6)	(10.1)	(50.3)	43.6	59.3
Net cash flows from operating activities	459.3	(25.8)	172.7	570.1	616.4
<i>Cash flows from investing activities:</i>					
Acquisition of Smithfield Foods, Inc.	(4,896.6)	—	—	—	—
Capital expenditures	(69.9)	(139.8)	(278.0)	(290.7)	(176.8)
Business acquisition, net of cash acquired	—	(32.8)	(24.0)	—	—
Dispositions	—	—	—	—	261.5
Insurance proceeds	—	—	—	—	120.6
Net (expenditures) proceeds from breeding stock transactions	5.1	(5.3)	(18.4)	(2.3)	26.2
Proceeds from sale of property, plant and equipment	2.3	1.7	16.9	6.4	22.8
Advance note and other	—	(10.0)	(0.2)	—	—
Net cash flows from investing activities	(4,959.1)	(186.2)	(303.7)	(286.6)	254.3
<i>Cash flows from financing activities:</i>					
Net proceeds from equity contributions	4,162.1	—	—	—	—
Proceeds from the issuance of long-term debt	900.3	—	1,219.2	—	—
Principal payments on long-term debt and capital lease obligations	(218.7)	(458.7)	(716.5)	(152.7)	(944.5)
Proceeds from Securitization Facility	240.0	170.0	—	—	—
Payments on Securitization Facility	(255.0)	(50.0)	—	—	—
Net borrowings (repayments) on revolving credit facilities and notes payables	(367.9)	490.3	13.9	(0.3)	21.6
Repurchase of common stock	—	—	(386.4)	(189.5)	—
Change in cash collateral	—	—	—	23.9	(23.9)
Debt issuance costs and other	(20.4)	0.1	(14.5)	(9.8)	1.2
Net cash flows from financing activities	4,440.4	151.7	115.7	(328.4)	(945.6)
Effect of foreign exchange rate changes on cash	2.3	0.2	1.6	(5.5)	(1.6)
Net change in cash and cash equivalents	(57.1)	(60.1)	(13.7)	(50.4)	(76.5)
Cash and cash equivalents at beginning of period	250.5	310.6	324.3	374.7	451.2
Cash and cash equivalents at end of period	\$ 193.4	\$ 250.5	\$ 310.6	\$ 324.3	\$ 374.7

See Notes to Consolidated Financial Statements

**SMITHFIELD FOODS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**  
(in millions)

	Common Stock (Shares)	Common Stock (Amount)	Additional Paid-in Capital	Stock Held in Trust	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Shareholders' Equity	Noncontrolling Interests	Total Equity
<b>Predecessor</b>									
Balance, May 2, 2010	166.0	\$ 83.0	\$ 1,626.9	\$ (65.5)	\$ 1,538.7	\$ (427.5)	\$ 2,755.6	\$ 2.6	\$ 2,758.2
Issuance of common stock	0.1	—	1.2	—	—	—	1.2	—	1.2
Stock compensation expense	—	—	11.3	—	—	—	11.3	—	11.3
Purchase of stock for trust	—	—	—	(1.2)	—	—	(1.2)	—	(1.2)
Other	—	—	(0.7)	—	—	—	(0.7)	0.4	(0.3)
Comprehensive income:									
Net income (loss)	—	—	—	—	521.0	—	521.0	(1.9)	519.1
Other comprehensive income, net of tax	—	—	—	—	—	258.3	258.3	—	258.3
Balance, May 1, 2011	166.1	83.0	1,638.7	(66.7)	2,059.7	(169.2)	3,545.5	1.1	3,546.6
Common stock repurchased	(9.2)	(4.6)	(90.3)	—	(94.6)	—	(189.5)	—	(189.5)
Issuance of common stock	0.5	0.3	(5.0)	—	—	—	(4.7)	—	(4.7)
Stock compensation expense	—	—	14.4	—	—	—	14.4	—	14.4
Purchase of stock for trust	—	—	—	(1.6)	—	—	(1.6)	—	(1.6)
Other	—	—	3.2	0.4	—	—	3.6	0.4	4.0
Comprehensive income:									
Net income (loss)	—	—	—	—	361.3	—	361.3	(0.8)	360.5
Other comprehensive loss, net of tax	—	—	—	—	—	(341.7)	(341.7)	—	(341.7)
Balance, April 29, 2012	157.4	78.7	1,561.0	(67.9)	2,326.4	(510.9)	3,387.3	0.7	3,388.0
Common stock repurchased	(19.1)	(9.5)	(189.3)	—	(187.6)	—	(386.4)	—	(386.4)
Issuance of common stock	0.6	0.3	(1.1)	—	—	—	(0.8)	—	(0.8)
Stock compensation expense	—	—	19.1	—	—	—	19.1	—	19.1
Purchase of stock for trust	—	—	—	(1.8)	—	—	(1.8)	—	(1.8)
Other	—	—	0.2	0.9	—	—	1.1	(0.4)	0.7
Comprehensive income:									
Net income	—	—	—	—	183.8	—	183.8	0.4	184.2
Other comprehensive loss, net of tax	—	—	—	—	—	(105.3)	(105.3)	—	(105.3)
Balance, April 28, 2013	<u>138.9</u>	<u>\$ 69.5</u>	<u>\$ 1,389.9</u>	<u>\$ (68.8)</u>	<u>\$ 2,322.6</u>	<u>\$ (616.2)</u>	<u>\$ 3,097.0</u>	<u>\$ 0.7</u>	<u>\$ 3,097.7</u>

See Notes to Consolidated Financial Statements

**SMITHFIELD FOODS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY - (Continued)**  
(in millions)

	Common Stock (Shares)	Common Stock (Amount)	Additional Paid-in Capital	Stock Held in Trust	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Shareholders' Equity	Noncontrolling Interests	Total Equity
Balance, April 28, 2013	138.9	69.5	1,389.9	(68.8)	2,322.6	(616.2)	3,097.0	0.7	3,097.7
Issuance of common stock	0.4	0.1	(2.4)	—	—	—	(2.3)	—	(2.3)
Stock compensation expense	—	—	26.4	—	—	—	26.4	—	26.4
Purchase of stock for trust	—	—	—	(0.7)	—	—	(0.7)	—	(0.7)
Other	—	—	—	—	—	—	—	(0.3)	(0.3)
Comprehensive income:									
Net income	—	—	—	—	51.9	—	51.9	0.2	52.1
Other comprehensive loss, net of tax	—	—	—	—	—	(2.0)	(2.0)	—	(2.0)
Balance, September 26, 2013	<u>139.3</u>	<u>\$ 69.6</u>	<u>\$ 1,413.9</u>	<u>\$ (69.5)</u>	<u>\$ 2,374.5</u>	<u>\$ (618.2)</u>	<u>\$ 3,170.3</u>	<u>\$ 0.6</u>	<u>\$ 3,170.9</u>
<b>Successor</b>									
Balance, September 27, 2013	—	\$ —	\$ 4,162.1	\$ —	\$ —	\$ —	\$ 4,162.1	\$ 0.6	\$ 4,162.7
Adjustment to redeemable noncontrolling interests	—	—	(2.2)	—	—	—	(2.2)	—	(2.2)
Other	—	—	(2.5)	—	—	—	(2.5)	—	(2.5)
Comprehensive income:									
Net income	—	—	—	—	34.7	—	34.7	0.1	34.8
Other comprehensive income, net of tax	—	—	—	—	—	39.0	39.0	—	39.0
Balance, December 29, 2013	<u>—</u>	<u>\$ —</u>	<u>\$ 4,157.4</u>	<u>\$ —</u>	<u>\$ 34.7</u>	<u>\$ 39.0</u>	<u>\$ 4,231.1</u>	<u>\$ 0.7</u>	<u>\$ 4,231.8</u>

See Notes to Consolidated Financial Statements

**SMITHFIELD FOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

Smithfield Foods, Inc., together with its subsidiaries ("Smithfield," "the Company," "we," "us" or "our"), is the largest hog producer and pork processor in the world. We produce and market a wide variety of fresh meat and packaged meats products both domestically and internationally. We conduct our operations through four reportable segments: Pork, Hog Production, International and Corporate, each of which is comprised of a number of subsidiaries, joint ventures and other investments.

On September 26, 2013 (the Merger Date), pursuant to the Agreement and Plan of Merger dated May 28, 2013 (the Merger Agreement) with WH Group Limited, formerly Shuanghui International Holdings Limited, a corporation formed under the laws of the Cayman Islands hereinafter referred to as WH Group, the Company merged with Sun Merger Sub, Inc., a Virginia corporation and wholly owned subsidiary of WH Group (Merger Sub), in a transaction hereinafter referred to as the Merger. As a result of the Merger, the Company survived as a wholly owned subsidiary of WH Group. See Note 2—Merger and Acquisitions for further information on the Merger.

**Basis of Presentation**

The Merger was accounted for as a business combination using the acquisition method of accounting. WH Group's cost of acquiring the Company has been pushed-down to establish a new accounting basis for the Company. Accordingly, the consolidated financial statements are presented for two periods, Predecessor and Successor, which relate to the accounting periods preceding and succeeding the completion of the Merger. The Predecessor and Successor periods have been separated by a vertical line on the face of the consolidated financial statements to highlight the fact that the financial information for such periods has been prepared under two different historical-cost bases of accounting.

*Successor*—The consolidated financial statements as of December 29, 2013, and for the period September 27 - December 29, 2013, include the accounts of the Company subsequent to the closing of the Merger on September 26, 2013.

*Predecessor*—The consolidated financial statements of the Company prior to the Merger on September 26, 2013.

For the purposes of this report, the periods April 29 - September 26, 2013 and September 27 - December 29, 2013 are hereafter referred to as the Predecessor Period and the Successor Period, respectively. Unless otherwise stated, amounts presented in these notes to our consolidated financial statements are for all fiscal periods presented, including the Predecessor Period and the Successor Period. Certain prior year amounts have been reclassified to conform to current year presentation.

**Change in Fiscal Year End**

On January 16, 2014, the Company elected to change its fiscal year end from the 52 or 53 week period which ends on the Sunday nearest to April 30 to the 52 or 53 week period which ends on the Sunday nearest to December 31. The change became effective at the end of the period ended December 29, 2013. Unless otherwise noted, all references to "fiscal" in this report refer to the twelve-month fiscal year, which as of and prior to April 29, 2013 ended on the Sunday nearest to April 30, and beginning after December 29, 2013 ends on the Sunday nearest December 31 of each year. This Form 10-K covers the transition period of April 29, 2013 through December 29, 2013 (the Transition Period).

For comparative purposes, the Consolidated Statements of Income for the eight months ended December 29, 2013 and December 30, 2012 are presented as follows:

	Successor	Predecessor	
		(unaudited)	
	September 27 - December 29, 2013	April 29 - September 26, 2013	Eight Months Ended December 30, 2012
(in millions)			
Sales	\$ 3,894.2	\$ 5,679.5	\$ 8,898.7
Cost of sales	3,543.1	5,190.1	7,943.5
Gross profit	351.1	489.4	955.2
Selling, general and administrative expenses	213.4	341.7	540.5
Merger related costs	23.9	18.0	—
Loss (income) from equity method investments	2.6	0.5	(6.5)
Operating profit	111.2	129.2	421.2
Interest expense	59.0	64.6	111.8
Loss on debt extinguishment	1.7	—	120.7
Income before income taxes	50.5	64.6	188.7
Income tax expense	15.8	12.7	58.7
Net income	\$ 34.7	\$ 51.9	\$ 130.0

### Principles of Consolidation

The consolidated financial statements include the accounts of all wholly-owned subsidiaries, as well as all majority-owned subsidiaries and other entities for which we have a controlling interest. Entities that are 50% owned or less are accounted for under the equity method when we have the ability to exercise significant influence. We use the cost method of accounting for investments in which our ability to exercise significant influence is limited. All intercompany transactions and accounts have been eliminated. Consolidating the results of operations and financial position of variable interest entities for which we are the primary beneficiary does not have a material effect on sales, net income, or on our financial position for the fiscal periods presented.

Foreign currency denominated assets and liabilities are translated into U.S. dollars using the exchange rates in effect at the balance sheet date. Results of operations and cash flows in foreign currencies are translated into U.S. dollars using the average exchange rate over the course of the fiscal year. The effect of exchange rate fluctuations on the translation of assets and liabilities is included as a component of shareholders' equity in accumulated other comprehensive income (loss) and included in other comprehensive income (loss) for each period. Gains and losses that arise from exchange rate fluctuations on transactions denominated in a currency other than the functional currency are included in selling, general and administrative expenses as incurred. We recorded net gains on foreign currency transactions of \$0.2 million, \$0.3 million and \$1.1 million for the Successor Period, for the Predecessor Period and in fiscal year ended April 28, 2013, respectively, and net losses of \$7.4 million and \$0.4 million in fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively.

Our Polish operations have different fiscal period end dates. As such, we have elected to consolidate the results of these operations on a one-month lag. We do not believe the impact of reporting the results of these entities on a one-month lag is material to the consolidated financial statements.

The consolidated financial statements are prepared in conformity with accounting principles generally accepted in the U.S., which require us to make estimates and use assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

## Cash and Cash Equivalents

We consider all highly liquid investments with original maturities of 90 days or less to be cash equivalents. The majority of our cash is concentrated in demand deposit accounts or money market funds. The carrying value of cash equivalents approximates market value.

## Accounts Receivable

Accounts receivable are recorded net of the allowance for doubtful accounts. We regularly evaluate the collectibility of our accounts receivable based on a variety of factors, including the length of time the receivables are past due, the financial health of the customer and historical experience. Based on our evaluation, we record reserves to reduce the related receivables to amounts we reasonably believe are collectible. Our reserve for uncollectible accounts receivable was \$3.2 million, \$14.6 million and \$16.0 million as of December 29, 2013, April 28, 2013 and April 29, 2012, respectively.

## Inventories

Inventories consist of the following:

	Successor December 29, 2013	Predecessor	
		April 28, 2013	April 29, 2012
(in millions)			
Livestock	\$ 1,054.8	\$ 1,113.5	\$ 962.8
Fresh and packaged meats	956.7	960.8	912.1
Grains	134.5	162.0	90.4
Manufacturing supplies	69.3	57.7	59.1
Other	59.4	54.3	48.0
Total inventories	<u>\$ 2,274.7</u>	<u>\$ 2,348.3</u>	<u>\$ 2,072.4</u>

Livestock are generally valued at the lower of first-in, first-out cost or market, adjusted for changes in the fair value of livestock that are hedged. Costs include purchase costs, feed, medications, contract grower fees and other production expenses. Fresh and packaged meats are valued based on USDA and other market prices and adjusted for the cost of further processing. Costs for fresh and packaged meats include meat, labor, supplies and overhead. Average costing is primarily utilized to account for fresh and packaged meats and grains. Manufacturing supplies principally consist of ingredients and packaging materials.

## Derivative Financial Instruments and Hedging Activities

See Note 4—Derivative Financial Instruments for our policy.

## Property, Plant and Equipment, Net

Property, plant and equipment is generally stated at historical cost, which includes the then fair values of assets acquired in business combinations, and depreciated on a straight-line basis over the estimated useful lives of the assets. Assets held under capital leases are classified in property, plant and equipment, net and amortized over the lease term. The amortization of assets held under capital leases is included in depreciation expense. The cost of assets held under capital leases was \$32.5 million, \$34.0 million and \$34.0 million at December 29, 2013, April 28, 2013 and April 29, 2012, respectively. The assets held under capital leases had accumulated amortization of \$0.6 million, \$3.1 million and \$1.7 million at December 29, 2013, April 28, 2013 and April 29, 2012, respectively. Depreciation expense is included in either cost of sales or selling, general and administrative expenses, as appropriate. Depreciation expense totaled \$53.7 million, \$104.8 million, \$235.3 million, \$238.6 million and \$227.4 million in the Successor Period, Predecessor Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively.

Interest is capitalized on property, plant and equipment over the construction period. Total interest capitalized was \$0.4 million, \$0.7 million, \$4.8 million, \$2.8 million and \$1.6 million in the Successor Period, Predecessor Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively.

Property, plant and equipment, net, consists of the following:

	Useful Life (in Years)	Successor		Predecessor	
		December 29, 2013	April 28, 2013	April 29, 2012	
Land and improvements	0-20	\$ 551.9	\$ 276.1	\$ 268.9	
Buildings and improvements	20-40	846.3	1,788.6	1,690.6	
Machinery and equipment	5-25	996.4	1,862.7	1,780.6	
Breeding stock	2	193.2	186.7	182.1	
Computer hardware and software	3-5	35.3	156.1	148.4	
Other	3-10	66.4	94.4	89.1	
Construction in progress		106.4	105.5	110.2	
		2,795.9	4,470.1	4,269.9	
Accumulated depreciation		(50.0)	(2,171.7)	(1,992.7)	
Property, plant and equipment, net		\$ 2,745.9	\$ 2,298.4	\$ 2,277.2	

### Goodwill and Other Intangible Assets

Goodwill represents the excess of the purchase price over the fair value of identifiable net assets of businesses acquired. Intangible assets with finite lives are amortized over their estimated useful lives. The useful life of an intangible asset is the period over which the asset is expected to contribute directly or indirectly to future cash flows.

Goodwill and indefinite-lived intangible assets are tested for impairment annually in the fourth quarter, or sooner if impairment indicators arise. In the evaluation of goodwill for impairment, we may perform a qualitative assessment to determine if it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If it is not, no further analysis is required. If it is, a prescribed two-step goodwill impairment test is performed to identify potential goodwill impairment and measure the amount of goodwill impairment loss to be recognized for that reporting unit, if any.

The first step in the two-step impairment test is to identify if a potential impairment exists by comparing the fair value of a reporting unit with its carrying amount, including goodwill. The fair value of a reporting unit is estimated by applying valuation multiples and/or estimating future discounted cash flows. The selection of multiples is dependent upon assumptions regarding future levels of operating performance as well as business trends and prospects, and industry, market and economic conditions. When estimating future discounted cash flows, we consider the assumptions that hypothetical marketplace participants would use in estimating future cash flows. In addition, where applicable, an appropriate discount rate is used, based on an industry-wide average cost of capital or location-specific economic factors. If the fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is not considered to have a potential impairment and the second step of the impairment test is not necessary. However, if the carrying amount of a reporting unit exceeds its fair value, the second step is performed to determine if goodwill is impaired and to measure the amount of impairment loss to recognize, if any.

The second step compares the implied fair value of goodwill with the carrying amount of goodwill. The implied fair value of goodwill is determined in the same manner as the amount of goodwill recognized in a business combination (i.e., the fair value of the reporting unit is allocated to all the assets and liabilities, including any unrecognized intangible assets, as if the reporting unit had been acquired in a business combination and the fair value of the reporting unit was the purchase price paid to acquire the reporting unit). If the implied fair value of goodwill exceeds the carrying amount, goodwill is not considered impaired. However, if the carrying amount of goodwill exceeds the implied fair value, an impairment loss is recognized in an amount equal to that excess.

Based on the results of our annual goodwill impairment tests, as of our testing date, no impairment indicators were noted for all the periods presented.

The carrying amount of goodwill included cumulative impairment losses of \$6.0 million as of April 28, 2013 and April 29, 2012. These impairment losses were recognized in previous periods that are not presented.

Intangible assets consist of the following:

	Useful Life (in Years)	Successor		Predecessor	
		December 29, 2013	April 28, 2013	April 29, 2012	
<i>Amortized intangible assets:</i>					
Customer relations assets	14-16	\$ 55.2	\$ 23.0	\$ 13.3	
Patents, rights and leasehold interests	5-25	3.0	14.3	11.8	
Contractual relationships	17-22	40.0	33.1	33.1	
Accumulated amortization		(1.6)	(25.7)	(22.6)	
Amortized intangible assets, net		96.6	44.7	35.6	
<i>Non-amortized intangible assets:</i>					
Trademarks	Indefinite	1,309.2	339.6	340.1	
Permits	Indefinite	—	6.1	6.1	
Intangible assets, net		\$ 1,405.8	\$ 390.4	\$ 381.8	

The fair values of trademarks are calculated using a royalty rate method. Assumptions about royalty rates are based on the rates at which similar brands and trademarks are licensed in the marketplace. If the carrying value of our indefinite-lived intangible assets exceeds their fair value, an impairment loss is recognized in an amount equal to that excess. Intangible assets with finite lives are reviewed for recoverability when indicators of impairment are present using estimated future undiscounted cash flows related to those assets. We have determined that no impairments of our intangible assets existed for any of the periods presented.

Amortization expense for intangible assets was \$1.7 million, \$1.7 million, \$3.1 million, \$3.0 million and \$3.2 million in the Successor Period, Predecessor Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively. As of December 29, 2013, the estimated amortization expense associated with our intangible assets for each of the next five fiscal years is expected to be \$7.0 million.

#### **Debt Issuance Costs, Premiums and Discounts**

Debt issuance costs, premiums and discounts are amortized into interest expense over the terms of the related loan agreements using the effective interest method or other methods which approximate the effective interest method.

#### **Investments**

See Note 5—Investments for our policy.

#### **Income Taxes**

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rate is recognized in earnings in the period that includes the enactment date. Valuation allowances are established when necessary to reduce deferred tax assets to amounts more likely than not to be realized.

The determination of our provision for income taxes requires significant judgment, the use of estimates, and the interpretation and application of complex tax laws. Significant judgment is required in assessing the timing and amounts of deductible and taxable items.

We record unrecognized tax benefit liabilities for known or anticipated tax issues based on our analysis of whether, and the extent to which, additional taxes will be due. We accrue interest and penalties related to unrecognized tax benefits in other liabilities and recognize the related expense in income tax expense.

## **Pension Accounting**

We recognize the funded status of our defined benefit pension plans in the consolidated balance sheets. We also recognize in other comprehensive income (loss), the net of tax results of the gains or losses and prior service costs or credits that arise during the period but are not recognized in net periodic benefit cost. These amounts are adjusted out of accumulated other comprehensive income (loss) as they are subsequently recognized as components of net periodic benefit cost.

We measure our pension and other postretirement benefit plan obligations and related plan assets as of the last day of our fiscal year. The measurement of our pension obligations and related costs is dependent on the use of assumptions and estimates. These assumptions include discount rates, salary growth, mortality rates and expected returns on plan assets. Changes in assumptions and future investment returns could potentially have a material impact on our expenses and related funding requirements.

## **Self-Insurance Programs**

We are self-insured for certain levels of general and vehicle liability, property, workers' compensation, product recall and health care coverage. The cost of these self-insurance programs is accrued based upon estimated settlements for known and anticipated claims. Any resulting adjustments to previously recorded reserves are reflected in current period earnings.

## **Contingent Liabilities**

We are subject to lawsuits, investigations and other claims related to the operation of our farms, labor, livestock procurement, securities, environmental, product, taxing authorities and other matters, and are required to assess the likelihood of any adverse judgments or outcomes to these matters, as well as potential ranges of probable losses and fees.

A determination of the amount of accruals and disclosures required, if any, for these contingencies is made after considerable analysis of each individual issue. We accrue for contingent liabilities when an assessment of the risk of loss is probable and can be reasonably estimated. We disclose contingent liabilities when the risk of material loss is at least reasonably possible or probable.

Our contingent liabilities contain uncertainties because the eventual outcome will result from future events. Our determination of accruals and any reasonably possible losses in excess of those accruals require estimates and judgments related to future changes in facts and circumstances, interpretations of the law, the amount of damages or fees, and the effectiveness of strategies or other factors beyond our control. If actual results are not consistent with our estimates or assumptions, we may be exposed to gains or losses that could be material.

## **Revenue Recognition**

We recognize revenues from product sales upon delivery to customers or when title passes. Revenue is recorded at the invoice price for each product net of estimated returns and sales incentives provided to customers. Sales incentives include various rebate and trade allowance programs with our customers, primarily discounts and rebates based on achievement of specified volume or growth in volume levels.

## **Advertising and Promotional Costs**

Advertising and promotional costs are expensed as incurred except for certain production costs, which are expensed upon the first airing of the advertisement. Promotional sponsorship costs are expensed as the promotional events occur. Advertising costs totaled \$48.0 million, \$63.5 million, \$143.1 million, \$122.9 million and \$120.1 million in the Successor Period, Predecessor Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively, and are included in selling, general and administrative expenses.

## **Shipping and Handling Costs**

Shipping and handling costs are reported as a component of cost of sales.

## **Research and Development Costs**

Research and development costs are expensed as incurred. Research and development costs totaled \$23.2 million, \$31.9 million, \$80.9 million, \$75.9 million and \$47.0 million in the Successor Period, Predecessor Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively.

## **Recent Accounting Pronouncements**

In July 2013, FASB issued guidance on the financial statement presentation of certain unrecognized tax benefits when a net operating loss carryforward, similar tax loss or tax credit carryforward exists. The new guidance is effective for fiscal years and interim periods within those years beginning after December 15, 2013. The guidance is not currently effective for us and has not been applied in this Form 10-K. We are currently in the process of evaluating the potential impacts of future adoption but at this time do not anticipate it to have a material impact on our consolidated financial statements.

## **NOTE 2: MERGER AND ACQUISITIONS**

### **WH Group Merger**

On May 28, 2013, we entered into the Merger Agreement with WH Group and Merger Sub. The Merger was consummated on the Merger Date, and as a result, Merger Sub merged with and into the Company, with the Company surviving as a wholly owned subsidiary of WH Group. Upon completion of the Merger, all outstanding shares of Smithfield were cancelled and the Company's shareholders received \$34.00 in cash (the Merger Consideration) for each share of common stock held prior to the effective time of the Merger. Additionally, all outstanding stock-based compensation awards, both vested and unvested, were converted into the right to receive the Merger Consideration, less the exercise price of such awards, if any. The total consideration paid in connection with the Merger was approximately \$4.9 billion.

On July 31, 2013, Merger Sub issued \$500.0 million aggregate principal amount of 5.25% senior notes due August 1, 2018 and \$400.0 million aggregate principal amount of 5.875% senior notes due August 1, 2021 (together, the Merger Sub Notes). Merger Sub incurred \$20.4 million in transaction fees in connection with issuance of the Merger Sub Notes, which are being amortized over the life of the Merger Sub Notes. As a result of the Merger and the transactions entered into in connection therewith, we have assumed the liabilities and obligations of Merger Sub, including Merger Sub's obligations under the Merger Sub Notes. Proceeds from the Merger Sub Notes were held in escrow prior to the Merger Date and used in funding the Merger. The proceeds were used to fund a portion of the total consideration paid, repay certain outstanding debt of the Company and pay certain transaction fees associated with the Merger.

WH Group is the majority shareholder of Henan Shuanghui Investment & Development Co., which is China's largest meat processing enterprise and China's largest publicly traded meat products company as measured by market capitalization. WH Group is a pioneer in the Chinese meat processing industry with over 30 years of history. WH Group's businesses include hog production, meat processing, fresh meat and packaged meats production and distribution. The merging of WH Group's distribution network with our strong management team, leading brands and vertically integrated model will allow us to provide high-quality, competitively priced and safe U.S. meat products to consumers in markets around the world.

WH Group's cost of acquiring the Company has been pushed-down to establish a new accounting basis for the Company. The preliminary allocation of consideration to the assets acquired and liabilities assumed by WH Group in the Merger reflects preliminary fair value estimates based on management's analysis, including preliminary work performed by third-party valuation specialists, which are subject to change within the measurement period as valuations are finalized. Measurement period adjustments will be applied retrospectively to the Merger Date.

The following is a summary of the preliminary allocation of the total purchase consideration to the estimated fair values of our assets acquired, liabilities assumed and noncontrolling interests by WH Group in the transaction:

	(in millions)
Cash and cash equivalents	\$ 250.5
Accounts receivable	764.6
Inventories	2,506.9
Prepaid expenses and other current assets	215.0
Property, plant and equipment	2,726.5
Goodwill	1,622.5
Investments	495.5
Intangible assets	1,403.0
Other assets	171.2
<b>Assets acquired by WH Group</b>	<b>10,155.7</b>
Current portion of long-term debt and capital lease obligations	239.1
Accounts payable	535.3
Accrued expenses and other current liabilities	577.0
Long-term debt and capital lease obligations	2,509.1
Net long-term pension liability	522.8
Deferred income taxes, net	695.4
Other liabilities	125.8
<b>Liabilities assumed by WH Group</b>	<b>5,204.5</b>
<b>Redeemable noncontrolling interests and noncontrolling interests</b>	<b>48.2</b>
<b>Total purchase consideration</b>	<b>\$ 4,903.0</b>

Accounts receivable and accounts payable, as well as certain other current and non-current assets and liabilities, were valued at their existing carrying values as they approximated fair value of those items at the time of the Merger, based on management's judgments and estimates.

Inventories were valued using a net realizable value approach with the exception of manufacturing supplies and other inventories, which were valued using the replacement cost approach.

Property, plant and equipment have been valued using a combination of the market approach and the indirect cost approach which is based on current replacement and/or reproduction cost of the asset as new, less depreciation attributable to physical, functional and economic factors.

Intangible assets acquired include trademarks, customer relations assets, contractual relationships and rights with fair values of \$1.3 billion, \$55.0 million, \$40.0 million and \$3.0 million, respectively. The customer relations assets, contractual relationships and rights will be amortized over useful lives of 14 years, 17 years and 12 years, respectively. The trademarks are not subject to amortization.

Trademarks, including trade names, have been valued using the relief from royalty method. We utilized a bottoms-up approach to assess the appropriate royalty rates for trade names focused on consideration of the profitability of each trade name, the implied premium margin earned on branded versus private label sales of similar products for each trade name, market studies and third-party comparable licensing agreements.

Customer relations assets were determined using the multi-period excess earnings methodology utilizing our forecasted metrics and/or a market participant distributor model.

Contractual relationships were valued based on the time and associated costs that would be required to recreate the existing relationships in addition to the lost profits over this time period using the avoided costs or lost profits method. Rights were also valued using an avoided costs or lost profits method.

The benefit obligation for both our qualified and non-qualified defined benefit pension plans was remeasured as of the Merger Date with the assistance of an independent third-party actuary.

Existing long-term debt assumed in the Merger was fair valued based on quoted market prices. Long-term debt assumed included our outstanding 6.625% senior unsecured notes due August 2022 (the 2022 Notes) and our outstanding 7.75% senior unsecured notes due July 2017 (the 2017 Notes).

Deferred income tax assets and liabilities as of the Merger Date represent the expected future tax consequences of temporary differences between the fair values of the assets acquired and the liabilities assumed as a result of the Merger and their tax basis.

Goodwill reflects the amount of the total consideration paid that exceeded the fair value of the identifiable assets acquired, liabilities assumed and noncontrolling interests. Goodwill recognized as a result of the Merger is not deductible for tax purposes and has not been allocated to our reportable segments as of December 29, 2013.

In connection with the Merger, we incurred \$23.9 million and \$18.0 million of professional fees during the Successor Period and Predecessor Period, respectively. These fees are recognized in merger related costs on the consolidated statements of income. In addition, Merger Sub deferred \$17.3 million of debt issuance costs for a financing arrangement. We recognized these deferred costs in interest expense during the Successor Period upon termination of the financing arrangement following the Merger. All of these charges are reflected in the results of our Corporate segment.

The following unaudited pro forma financial data summarizes the Company's results of operations as if the Merger had occurred as of April 30, 2012. The pro forma data is for informational purposes only and may not necessarily reflect the actual results of operations had the Merger been consummated on April 30, 2012.

	Eight Months Ended <b>December 29, 2013</b>	Fiscal Year Ended <b>April 28, 2013</b>
	(in million and unaudited)	
Sales	\$ 9,573.7	\$ 13,221.1
Net income	192.9	219.6

The most significant pro forma adjustments were to reflect the impact of fair value step-ups of both assets and liabilities (e.g., inventory, property, plant and equipment, long-term debt) and fees and expenses related to the Merger noted above.

#### **Kansas City Sausage, LLC**

In May 2013, we acquired a 50% interest in Kansas City Sausage Company, LLC (KCS), for \$36.0 million in cash. Upon closing, in addition to the cash purchase price, we advanced \$10.0 million to the seller in exchange for a promissory note, which is secured by the remaining membership interests in KCS held by the seller (the Advance Note). The Advance Note was recorded in other assets in the consolidated balance. Additionally, we entered into a revolving loan agreement with KCS, under which we agreed to make loans from time to time up to an aggregate principal amount of \$20.0 million. The aggregate amount of any obligations incurred under the revolving loan agreement is secured by a first priority security interest in all of the assets of KCS.

KCS is a leading U.S. sausage producer and sow processor with annual revenues of approximately \$200 million. The merging of KCS's low-cost, efficient operations and high-quality products with our strong brands and sales and marketing team should contribute growth to our packaged meats business. KCS operates in Des Moines, Iowa and Kansas City, Missouri. In Des Moines, KCS produces premium raw materials for sausage, as well as value-added products, including boneless hams and hides.

KCS is managed by its Board of Directors, which makes decisions that most significantly impact the economic performance of KCS. We have the right to nominate and elect the majority of the members of the Board of Directors of KCS, and based on the associated voting rights, we have determined that we have a controlling financial interest in KCS. As a result, the acquisition of our interest in KCS was accounted for in the Pork segment using the acquisition method of accounting, which requires, among other things, that assets acquired, liabilities assumed and noncontrolling interests in the acquiree be recognized at their fair values as of the acquisition date. The purchase price allocation includes assets acquired, excluding goodwill, of \$39.2 million, liabilities assumed of \$10.7 million, goodwill of \$43.5 million and redeemable noncontrolling interests of \$36.0 million.

Our initial estimate of the fair value of the noncontrolling interests was measured based on market multiples for similar companies in our industry and consideration of the terms of the acquisition, which provide the noncontrolling interest holder the right to exercise a put option at any time after the fifth anniversary of the acquisition, which would obligate us to redeem their interest. The noncontrolling interests is classified outside of equity as redeemable noncontrolling interests in the consolidated condensed balance sheet. The redemption amount is the greater of \$45.0 million or the result of a computed amount based on a fixed multiple of earnings. We have elected to accrete changes in the redemption amount of the noncontrolling interest over the five year period until it becomes redeemable. If the noncontrolling interests had been redeemable as of December 29, 2013, the redemption amount would have been \$45.0 million.

#### **American Skin Food Group, LLC**

In September 2012, we acquired a 70% controlling interest in American Skin Food Group, LLC (American Skin) for \$24.2 million in cash.

Located in Burgaw, North Carolina, American Skin manufactures and supplies pork rinds to the snack food industry. By leveraging our coordinated sales and marketing team, we believe American Skin can expand into new markets both domestically and internationally, which could substantially increase current sales of approximately \$25.0 million and net income of approximately \$3.0 million annually over the next five to seven years with minimal additional plant investment.

The acquisition of American Skin was accounted for in the Pork segment using the acquisition method of accounting, which requires, among other things, that assets acquired, liabilities assumed and noncontrolling interests in the acquiree be recognized at their fair values as of the acquisition date. The purchase price allocation includes assets acquired, excluding goodwill, of \$18.7 million, liabilities assumed of \$0.5 million, goodwill of \$16.4 million and noncontrolling interests of \$10.4 million.

Goodwill was recognized to reflect the amount of the enterprise fair value that exceeded the fair value of the identifiable assets acquired and liabilities assumed. The amount of goodwill that is expected to be deductible for tax purposes is \$10.5 million.

The fair value of the noncontrolling interests was measured based on market multiples for similar public companies and consideration of the terms of the acquisition, which provide the noncontrolling interests holders the right to exercise a put option, which would obligate us to redeem their interests. The redemption amount is based on a fixed multiple of earnings, which is consistent with the formula utilized in determining the purchase price for our 70% interest.

#### **NOTE 3: DISPOSAL OF LONG-LIVED ASSETS**

##### **Portsmouth, Virginia Plant**

In November 2011, we announced that we would shift the production of hot dogs and lunchmeat from The Smithfield Packing Company, Inc.'s (Smithfield Packing) Portsmouth, Virginia plant to our Kinston, North Carolina plant and permanently close the Portsmouth facility. The Kinston facility was expanded to handle the additional production and incorporates state of the art technology and equipment, which is expected to produce significant production efficiencies and cost reductions. The expansion of the Kinston facility and the closure of the Portsmouth facility were completed in the second half of calendar year 2013.

As a result of this decision, we performed an impairment analysis of the related assets at the Portsmouth facility in the second quarter of fiscal 2012 and determined that the net cash flows expected to be generated over the anticipated remaining useful life of the plant are sufficient to recover its book value. As such, no impairment existed. However, we revised depreciation estimates to reflect the use of the related assets at the Portsmouth facility over their shortened useful lives. As a result, we recognized accelerated depreciation charges of \$4.4 million and \$3.3 million in cost of sales during fiscal 2013 and fiscal 2012, respectively. Also, in connection with this decision, we wrote-down inventory by \$0.8 million in cost of sales and accrued \$0.6 million for employee severance in selling, general and administrative expenses in the second quarter of fiscal 2012. All of these charges are reflected in the Pork segment.

## **Hog Farms**

### *Texas*

In January 2011, we sold a portion of our Dalhart, Texas hog production assets to a crop farmer for net proceeds of \$9.1 million and recognized a loss on the sale of \$1.8 million in selling, general and administrative expenses in our Hog Production segment in the third quarter of fiscal 2011. In April 2011, we completed the sale of the remaining assets of our Dalhart, Texas operation and received net proceeds of \$32.5 million. As a result of the sale, we recognized a gain of \$13.6 million, after allocating \$8.5 million in goodwill to the asset group, in selling, general and administrative expenses in our Hog Production segment in the fourth quarter of fiscal 2011. Goodwill was allocated to this business based on its fair value relative to the estimated fair value of our domestic hog production reporting unit. The operating results and cash flows from these asset groups were not considered material for separate disclosure.

### *Oklahoma and Iowa*

In January 2011, we completed the sale of certain hog production assets located in Oklahoma and Iowa. As a result of these sales, we received total net proceeds of \$70.4 million and recognized gains totaling \$6.9 million, after allocating \$17.0 million of goodwill to these asset groups. Goodwill was allocated to this business based on its fair value relative to the estimated fair value of our domestic hog production reporting unit. The gains were recorded in selling, general and administrative expenses in our Hog Production segment in the third quarter of fiscal 2011. The operating results and cash flows from these asset groups were not considered material for separate disclosure.

### *Missouri*

In the first half of fiscal 2011, we began reducing the hog population on certain hog farms in Missouri in order to comply with an amended consent decree. The amended consent decree allows us to return the farms to full capacity upon the installation of an approved "next generation" technology that would reduce the level of odor produced by the farms. The reduced hog raising capacity at these farms was replaced with third party contract farmers in Iowa. In the first quarter of fiscal 2011, in connection with the anticipated reduction in finishing capacity, we performed an impairment analysis of these hog farms and determined that the book value of the assets was recoverable and thus, no impairment existed.

Based on the favorable hog raising performance experienced with these third party contract farmers and the amount of capital required to install "next generation" technology at our Missouri farms, we made the decision in the first quarter of fiscal 2012 to permanently idle certain of the assets on these farms. Depreciation estimates were revised to reflect the shortened useful lives of the assets. As a result, we recognized accelerated depreciation charges of \$8.2 million in fiscal 2012. These charges are reflected in the Hog Production segment.

## **Butterball, LLC (Butterball)**

In June 2010, we announced that we had made an offer to purchase our joint venture partner's 51% ownership interest in Butterball and our partner's related turkey production assets. In accordance with Butterball's operating agreement, our partner had to either accept the offer to sell or be required to purchase our 49% interest and our related turkey production assets, which we refer to below as our turkey operations.

In September 2010, we were notified of our joint venture partner's decision to purchase our 49% interest in Butterball and our related turkey production assets. In December 2010, we completed the sale of these assets for \$167.0 million and recognized a gain of \$0.2 million. The gain was calculated as the cash selling price, net of costs to sell, less the carrying amount of the asset disposal group. The operating results and cash flows from our turkey operations were not considered material for separate disclosure.

#### **NOTE 4: DERIVATIVE FINANCIAL INSTRUMENTS**

Our meat processing and hog production operations use various raw materials, primarily live hogs, corn, soybean meal and wheat, which are actively traded on commodity exchanges. We hedge these commodities when we determine conditions are appropriate to mitigate price risk. While this hedging may limit our ability to participate in gains from favorable commodity fluctuations, it also tends to reduce the risk of loss from adverse changes in raw material prices. We attempt to closely match the commodity contract terms with the hedged item. We also periodically enter into interest rate swaps to hedge exposure to changes in interest rates on certain financial instruments and foreign exchange forward contracts to hedge certain exposures to fluctuating foreign currency rates.

We record all derivatives in the balance sheet as either assets or liabilities at fair value. Accounting for changes in the fair value of a derivative depends on whether it qualifies and has been designated as part of a hedging relationship. For derivatives that qualify and have been designated as hedges for accounting purposes, changes in fair value have no net impact on earnings, to the extent the derivative is considered perfectly effective in achieving offsetting changes in fair value or cash flows attributable to the risk being hedged, until the hedged item is recognized in earnings (commonly referred to as the "hedge accounting" method). For derivatives that do not qualify or are not designated as hedging instruments for accounting purposes, changes in fair value are recorded in current period earnings (commonly referred to as the "mark-to-market" method). We may elect either method of accounting for our derivative portfolio, assuming all the necessary requirements are met. We have in the past availed ourselves of either acceptable method and expect to do so in the future. We believe all of our derivative instruments represent economic hedges against changes in prices and rates, regardless of their designation for accounting purposes.

Changes in commodity prices could have a significant impact on cash deposit requirements under our broker and counterparty agreements. Additionally, certain of our derivative contracts contain credit risk related contingent features, which would require us to post additional cash collateral to cover net losses on open derivative instruments if our credit rating was downgraded. As of December 29, 2013, the net liability position of our open derivative instruments that are subject to credit risk related contingent features was not material.

We are exposed to losses in the event of nonperformance or nonpayment by counterparties under financial instruments. Although our counterparties primarily consist of financial institutions that are investment grade, there is still a possibility that one or more of these companies could default. However, a majority of our financial instruments are exchange traded futures contracts held with brokers and counterparties with whom we maintain margin accounts that are settled on a daily basis, thereby limiting our credit exposure to non-exchange traded derivatives. Determination of the credit quality of our counter-parties is based upon a number of factors, including credit ratings and our evaluation of their financial condition. As of December 29, 2013, we had credit exposure of \$6.1 million on non-exchange traded derivative contracts, excluding the effects of netting arrangements. As a result of netting arrangements, we had no significant credit exposure as of December 29, 2013. No significant concentrations of credit risk existed as of December 29, 2013.

The size and mix of our derivative portfolio varies from time to time based upon our analysis of current and future market conditions. All derivative contracts are recorded in prepaid expenses and other current assets or accrued expenses and other current liabilities within the consolidated balance sheets, as appropriate.

The following tables present the fair values of our open derivative financial instruments on a gross basis.

	Assets	Liabilities	
	Successor		
	December 29, 2013	December 29, 2013	
(in millions)			
<i>Derivatives using the "hedge accounting" method:</i>			
Grain contracts	\$ 5.5	\$ 16.2	
Livestock contracts	0.7	1.1	
Foreign exchange contracts	0.6	—	
Total	<u>6.8</u>	<u>17.3</u>	
<i>Derivatives using the "mark-to-market" method:</i>			
Grain contracts	0.6	1.1	
Livestock contracts	2.8	9.5	
Energy contracts	2.9	—	
Foreign exchange contracts	0.6	0.2	
Total	<u>6.9</u>	<u>10.8</u>	
Total fair value of derivative instruments	<u><u>\$ 13.7</u></u>	<u><u>\$ 28.1</u></u>	

	Assets	Liabilities	
	Predecessor		
	April 28, 2013	April 29, 2012	Predecessor
(in millions)			
<i>Derivatives using the "hedge accounting" method:</i>			
Grain contracts	\$ 2.5	\$ 35.3	\$ 73.0
Livestock contracts	4.1	22.9	1.1
Foreign exchange contracts	0.2	1.9	0.1
Total	<u>6.8</u>	<u>60.1</u>	<u>74.2</u>
<i>Derivatives using the "mark-to-market" method:</i>			
Grain contracts	6.2	9.1	13.7
Livestock contracts	12.4	7.4	0.7
Energy contracts	3.1	—	0.6
Foreign exchange contracts	0.6	2.4	0.3
Total	<u>22.3</u>	<u>18.9</u>	<u>15.3</u>
Total fair value of derivative instruments	<u><u>\$ 29.1</u></u>	<u><u>\$ 79.0</u></u>	<u><u>\$ 89.5</u></u>
	<u><u>\$ 29.1</u></u>	<u><u>\$ 79.0</u></u>	<u><u>\$ 30.7</u></u>

The majority of our derivatives are exchange traded futures contracts held with brokers, subject to netting arrangements that are enforceable during the ordinary course of business. Additionally, we have a smaller portfolio of over-the-counter (OTC) derivatives that are held by counterparties under netting arrangements found in typical master netting agreements. These agreements generally legally allow for net settlement in the event of bankruptcy. We offset the fair values of derivative assets and liabilities that are executed with the same counterparty under a master netting arrangement in the consolidated balance sheet. We do not offset the related cash collateral held with or received from the same counterparty with the fair value of the net derivative position. As of December 29, 2013, prepaid expenses and other current assets included \$47.6 million representing cash on deposit with brokers to cover losses on our open derivative instruments.

The following tables reconcile the gross amounts of derivative assets and liabilities to the net amounts presented in our consolidated balance sheets, and the related effects of cash collateral under netting arrangements that provide a legal right of offset of assets and liabilities.

	December 29, 2013					
	Gross Amount of Derivative Assets (Liabilities)	Netting of Derivative Assets (Liabilities)	Net Amount Presented in the Consolidated Balance Sheet	Cash Collateral Received (Pledged) <sup>(1)</sup>	Net Amount	
(in millions)						
<i>Assets:</i>						
Commodities	\$ 12.5	\$ (7.4)	\$ 5.1	\$ —	\$ 5.1	
Foreign exchange contracts	1.2	—	1.2	—	—	1.2
Total	<u>\$ 13.7</u>	<u>\$ (7.4)</u>	<u>\$ 6.3</u>	<u>\$ —</u>	<u>\$ 6.3</u>	
<i>Liabilities:</i>						
Commodities	\$ (27.9)	\$ 7.4	\$ (20.5)	\$ (15.6)	\$ (4.9)	
Foreign exchange contracts	(0.2)	—	(0.2)	—	—	(0.2)
Total	<u>\$ (28.1)</u>	<u>\$ 7.4</u>	<u>\$ (20.7)</u>	<u>\$ (15.6)</u>	<u>\$ (5.1)</u>	

	April 28, 2013					
	Gross Amount of Derivative Assets (Liabilities)	Netting of Derivative Assets (Liabilities)	Net Amount Presented in the Consolidated Balance Sheet	Cash Collateral Received (Pledged) <sup>(1)</sup>	Net Amount	
(in millions)						
<i>Assets:</i>						
Commodities	\$ 28.3	\$ (21.5)	\$ 6.8	\$ 3.6	\$ 3.2	
Foreign exchange contracts	0.8	—	0.8	—	—	0.8
Total	<u>\$ 29.1</u>	<u>\$ (21.5)</u>	<u>\$ 7.6</u>	<u>\$ 3.6</u>	<u>\$ 4.0</u>	
<i>Liabilities:</i>						
Commodities	\$ (89.1)	\$ 21.5	\$ (67.6)	\$ (53.4)	\$ (14.2)	
Foreign exchange contracts	(0.4)	—	(0.4)	—	—	(0.4)
Total	<u>\$ (89.5)</u>	<u>\$ 21.5</u>	<u>\$ (68.0)</u>	<u>\$ (53.4)</u>	<u>\$ (14.6)</u>	

	April 29, 2012					
	Gross Amount of Derivative Assets (Liabilities)	Netting of Derivative Assets (Liabilities)	Net Amount Presented in the Consolidated Balance Sheet	Cash Collateral Received (Pledged) <sup>(1)</sup>	Net Amount	
(in millions)						
<i>Assets:</i>						
Commodities	\$ 74.7	\$ (21.4)	\$ 53.3	\$ 14.2	\$ 39.1	
Foreign exchange contracts	4.3	—	4.3	—	—	4.3
Total	<u>\$ 79.0</u>	<u>\$ (21.4)</u>	<u>\$ 57.6</u>	<u>\$ 14.2</u>	<u>\$ 43.4</u>	
<i>Liabilities:</i>						
Commodities	\$ (30.0)	\$ 21.4	\$ (8.6)	\$ (4.4)	\$ (4.2)	
Foreign exchange contracts	(0.7)	—	(0.7)	—	—	(0.7)
Total	<u>\$ (30.7)</u>	<u>\$ 21.4</u>	<u>\$ (9.3)</u>	<u>\$ (4.4)</u>	<u>\$ (4.9)</u>	

<sup>(1)</sup> Cash collateral received represents the cash received from brokers and is included in accrued expenses and other current liabilities on the consolidated balance sheets. Cash collateral pledged represents the cash on deposit with brokers and is included in prepaid expenses and other current assets on the consolidated balance sheets. Cash on deposit is the initial margin deposited with the broker plus the cash margin to cover gains and losses on our open positions. The cash collateral presented in the table is limited to amounts available to offset our open net derivative positions under master netting arrangements, and therefore does not reflect the Company's total amount received or pledged. For example, initial margin deposited with our brokers would not be included in the table to the extent it exceeds the net loss position on our open derivative instruments.

See Note 12—Fair Value Measurements for additional information about the fair value of our derivatives.

## Hedge Accounting Method

### Cash Flow Hedges

We enter into derivative instruments, such as futures, swaps and options contracts, to manage our exposure to the variability in expected future cash flows attributable to commodity price risk associated with the forecasted sale of live hogs and fresh pork, and the forecasted purchase of corn, wheat and soybean meal. In addition, we enter into foreign exchange contracts to manage our exposure to the variability in expected future cash flows attributable to changes in foreign exchange rates associated with the forecasted purchase or sale of assets denominated in foreign currencies. As of December 29, 2013, we had no cash flow hedges for forecasted transactions beyond December 2014.

When cash flow hedge accounting is applied, derivative gains or losses are recognized as a component of other comprehensive income (loss) and reclassified into earnings in the same period or periods during which the hedged transactions affect earnings. The ineffective portion of derivative gains and losses is recognized as part of current period earnings. Derivative gains and losses, when reclassified into earnings, are recorded in cost of sales for grain contracts, sales for lean hog contracts, interest expense for interest rate contracts and selling, general and administrative expenses for foreign exchange contracts. Gains and losses on derivatives designed to hedge price risk associated with fresh pork sales are recorded in the Hog Production segment.

During April 29 - December 29, 2013, the range of notional volumes associated with open derivative instruments designated in cash flow hedging relationships was as follows:

	Minimum	Maximum	Metric
<i>Commodities:</i>			
Corn	42,575,000	86,625,000	Bushels
Soybean meal	321,414	581,656	Tons
Lean Hogs	81,600,000	777,360,000	Pounds
Foreign currency <sup>(1)</sup>	14,401,942	48,301,575	U.S. Dollars

<sup>(1)</sup> Amounts represent the U.S. dollar equivalent of various foreign currency contracts.

The following tables present the effects on our consolidated financial statements of pre-tax gains and losses on derivative instruments designated in cash flow hedging relationships for the periods indicated:

Gain (Loss) Recognized in Other Comprehensive Income (Loss) on Derivative (Effective Portion)		Gain (Loss) Reclassified from Accumulated Other Comprehensive Income (Loss) into Earnings (Effective Portion)		Gain (Loss) Recognized in Earnings on Derivative (Ineffective Portion)	
Successor	Predecessor	Successor	Predecessor	Successor	Predecessor
September 27 - December 29, 2013	April 29 - September 26, 2013	September 27 - December 29, 2013	April 29 - September 26, 2013	September 27 - December 29, 2013	April 29 - September 26, 2013
(in millions)		(in millions)		(in millions)	
<i>Commodity contracts:</i>					
Grain contracts	\$ (8.9)	\$ 3.1	\$ (0.9)	\$ 23.6	\$ (3.7)
Lean hog contracts	3.1	(29.3)	3.0	5.9	—
Foreign exchange contracts	3.5	(0.4)	0.3	(0.3)	—
Total	<u>\$ (2.3)</u>	<u>\$ (26.6)</u>	<u>\$ 2.4</u>	<u>\$ 29.2</u>	<u>\$ (3.7)</u>
					\$ 0.5

Gain (Loss) Recognized in Other Comprehensive Income (Loss) on Derivative (Effective Portion)	Gain (Loss) Reclassified from Accumulated Other Comprehensive Income (Loss) into Earnings (Effective Portion)			Gain (Loss) Recognized in Earnings on Derivative (Ineffective Portion)					
	Predecessor			Predecessor			Predecessor		
	Fiscal Year Ended			Fiscal Year Ended			Fiscal Year Ended		
	April 28, 2013	April 29, 2012	May 1, 2011	April 28, 2013	April 29, 2012	May 1, 2011	April 28, 2013	April 29, 2012	May 1, 2011
	(in millions)			(in millions)			(in millions)		
<i>Commodity contracts:</i>									
Grain contracts	\$ 39.1	\$ 5.5	\$ 232.9	\$ 108.4	\$ 75.1	\$ 80.7	\$ —	\$ (0.2)	\$ 1.9
Lean hog contracts	13.6	102.8	(82.8)	54.9	32.3	(44.5)	0.4	(0.5)	(1.0)
Interest rate contracts	—	—	(1.2)	—	(2.4)	(7.0)	—	—	—
Foreign exchange contracts	0.4	(2.5)	(4.1)	2.1	(4.1)	(2.6)	—	—	—
Total	\$ 53.1	\$ 105.8	\$ 144.8	\$ 165.4	\$ 100.9	\$ 26.6	\$ 0.4	\$ (0.7)	\$ 0.9

For the periods presented, foreign exchange contracts were determined to be highly effective. We have excluded from the assessment of effectiveness differences between spot and forward rates, which we have determined to be immaterial.

During fiscal 2012 and 2011, we discontinued cash flow hedge accounting on certain grain contracts as it became probable that the original forecasted transactions would not transpire. As a result of this change, the table above for fiscal 2012 includes gains of \$12.0 million on grain contracts de-designated from hedging relationships that were reclassified from accumulated other comprehensive income (loss) into earnings in fiscal 2012. The related impact of discontinued cash flow hedges in fiscal 2011 was immaterial.

As of December 29, 2013, there were deferred net losses of \$4.8 million, net of tax of \$3.1 million, in accumulated other comprehensive income (loss). We expect to reclassify \$0.1 million (\$0.1 million net of tax) of the deferred net gains on closed commodity contracts into earnings in fiscal 2014. We are unable to estimate the unrealized gains or losses to be reclassified into earnings in fiscal 2014 related to open contracts as their values are subject to change.

#### Fair Value Hedges

We enter into derivative instruments (primarily futures contracts) that are designed to hedge changes in the fair value of live hog inventories and firm commitments to buy grains. When fair value hedge accounting is applied, derivative gains and losses are recognized in earnings currently along with the change in fair value of the hedged item attributable to the risk being hedged. The gains or losses on the derivative instruments and the offsetting losses or gains on the related hedged items are recorded in cost of sales for commodity contracts.

During April 29 - December 29, 2013, the range of notional volumes associated with open derivative instruments designated in fair value hedging relationships was as follows:

	Minimum	Maximum	Metric
<i>Commodities:</i>			
Corn	—	6,230,000	Bushels

The following tables present the effects on our consolidated statements of income of gains and losses on derivative instruments designated in fair value hedging relationships and the related hedged items for the periods indicated:

Successor	Gain (Loss) Recognized in Earnings on Derivative				
	Predecessor				
	Fiscal Year Ended				
September 27 - December 29, 2013	April 29 - September 26, 2013	April 28, 2013	April 29, 2012	May 1, 2011	
(in millions)					
Commodity contracts <sup>(1)</sup>	\$ —	\$ 0.5	\$ (12.8)	\$ 21.9	\$ (4.2)

<sup>(1)</sup> Includes losses of \$7.5 million in fiscal year ended April 28, 2013 and gains of \$5.1 million and \$0.2 million in fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively, representing differences between the spot and futures prices for fair value hedges of hog inventory, which are recorded directly into earnings as they occur. There were no fair value hedges of hog inventory during the Successor Period nor during the Predecessor Period and, therefore, no differences between spot and futures prices were recognized during the Successor Period nor during the Predecessor Period.

Successor	Gain (Loss) Recognized in Earnings on Related Hedged Item				
	Predecessor				
	Fiscal Year Ended				
September 27 - December 29, 2013	April 29 - September 26, 2013	April 28, 2013	April 29, 2012	May 1, 2011	
(in millions)					
Commodity contracts	\$ 0.1	\$ (0.5)	\$ 5.0	\$ (16.7)	\$ 5.4

We recognized gains of \$4.1 million in the Predecessor Period, losses of \$2.5 million in fiscal year ended April 28, 2013, gains of \$6.0 million in fiscal year ended April 29, 2012 and losses of \$24.9 million in fiscal year ended May 1, 2011, respectively, on closed commodity derivative contracts as the underlying cash transactions affected earnings.

#### Mark-to-Market Method

Derivative instruments that are not designated as a hedge, have been de-designated from a hedging relationship, or do not meet the criteria for hedge accounting are marked-to-market with the unrealized gains and losses together with actual realized gains and losses from closed contracts being recognized in current period earnings. Under the mark-to-market method, gains and losses are recorded in either sales or cost of sales for commodity contracts, and selling, general and administrative expenses for foreign exchange contracts.

During April 29 - December 29, 2013, the range of notional volumes associated with open derivative instruments using the "mark-to-market" method was as follows:

	Minimum	Maximum	Metric
<i>Commodities:</i>			
Lean hogs	1,560,000	403,840,000	Pounds
Corn	25,000	10,115,000	Bushels
Soybean meal	—	34,145	Tons
Soybeans	—	1,820,000	Bushels
Wheat	—	750,000	Bushels
Natural gas	8,470,000	12,380,000	Million BTU
Diesel	1,260,000	3,360,000	Gallons
Foreign currency <sup>(1)</sup>	6,650,552	62,676,842	U.S. Dollars

<sup>(1)</sup> Amounts represent the U.S. dollar equivalent of various foreign currency contracts.

The following table presents the amount of gains (losses) recognized in the consolidated statements of income on derivative instruments using the “mark-to-market” method by type of derivative contract for the periods indicated:

	Successor September 27 - December 29, 2013	Predecessor			Fiscal Year Ended		
		April 29 - September 26, 2013		April 28, 2013	April 29, 2012	May 1, 2011	
		(in millions)					
Commodity contracts (cost of sales)	\$ 3.1	\$ 0.6	\$ 12.9	\$ 6.4	\$ 63.4		
Commodity contracts (sales)	(9.0)	7.9	29.7	—	—		
Foreign exchange contracts	1.2	(0.2)	3.7	7.7	(9.0)		
Total	\$ (4.7)	\$ 8.3	\$ 46.3	\$ 14.1	\$ 54.4		

The table above reflects gains and losses from both open and closed contracts including, among other things, gains and losses related to contracts designed to hedge price movements that occur entirely within the period presented. The table includes amounts for both realized and unrealized gains and losses. The table is not, therefore, a simple representation of unrealized gains and losses recognized in the income statement during any period presented.

#### NOTE 5: INVESTMENTS

Investments consist of the following:

Equity Investment	Segment	% Owned	Successor December 29, 2013	Predecessor	
				April 28, 2013	April 29, 2012
Campofrio Food Group (CFG)	International	37%	\$ 351.4	\$ 376.2	\$ 385.2
Mexican joint ventures	International	50%	118.0	129.6	111.2
All other equity method investments	Various	Various	27.1	26.6	26.2
Total investments			\$ 496.5	\$ 532.4	\$ 522.6

We record our share of earnings and losses from our equity method investments in (income) loss from equity method investments. Some of these results are reported on a one-month lag which, in our opinion, does not materially impact our consolidated financial statements.

As of December 29, 2013, we held 37.8 million shares of CFG common stock. Shares of CFG are publicly traded on the Bolsa de Madrid Exchange (Madrid Exchange). Our investment in CFG contractually entitles us to two seats on CFG's board of directors, giving us the ability to exert significant influence over the strategic and operational decisions of our investee. The stock is very thinly traded on the Madrid Exchange. CFG is a closely held company, with the three largest shareholders owning approximately 74% of the outstanding shares. We are CFG's largest shareholder, with approximately a 37% interest.

As discussed in Note 2—Merger and Acquisitions, we performed a preliminary allocation of the total purchase consideration from the Merger between the assets acquired and liabilities assumed by WH Group, including our investments. In assessing the fair value of our investment in CFG, we considered a variety of information, including CFG's history of positive cash flows, expectations about the future cash flows of CFG, market multiples for comparable businesses, and an influence premium applied to the market price of CFG's shares on the Madrid Exchange to adjust for our contractual right to two board seats and our ability to exert significant influence over the operational and strategic decisions.

In November 2013, Mexican processed meats producer Sigma Alimentos (Sigma) announced its intention to tender for all of CFG's outstanding shares at a bid price of €6.80 per share (the Bid Price). As part of the announcement, Sigma publicly acknowledged that it has obtained commitments to purchase approximately 44.5% of CFG's outstanding shares at the Bid Price. The Bid Price offered by Sigma was also considered in our fair value assessment discussed above. In December 2013, we announced our intention to join Sigma in its tender offer by retaining our 37% interest in CFG. As a result of our agreement with Sigma, the Bid Price was increased to €6.90 per share.

(Income) loss from equity method investments consists of the following:

Equity Investment	Segment	September 27 - December 29, 2013	Successor	Predecessor			Fiscal Year Ended		
			April 29 - September 26, 2013				April 28, 2013 April 29, 2012 May 1, 2011		
				(in millions)					
CFG <sup>(1)</sup>	International	\$ (0.3)	\$ (0.4)	\$ (4.8)	\$ 25.0	\$ (17.0)			
Mexican joint ventures	International	2.4	2.1	(9.3)	(13.4)	(29.6)			
All other equity method investments	Various	0.5	(1.2)	(0.9)	(1.7)	(3.5)			
Loss (income) from equity method investments		\$ 2.6	\$ 0.5	\$ (15.0)	\$ 9.9	\$ (50.1)			

<sup>(1)</sup> CFG prepares its financial statements in accordance with International Financial Reporting Standards. Our share of CFG's results reflects U.S. GAAP adjustments and thus, there may be differences between the amounts we report for CFG and the amounts reported by CFG.

In December 2011, the board of CFG approved a multi-year plan to consolidate and streamline its manufacturing operations to improve operating efficiencies and increase utilization (the CFG Consolidation Plan). The CFG Consolidation Plan includes the disposal of certain assets, employee redundancy costs and the contribution of CFG's French cooked ham business into a newly formed joint venture. As a result, we recorded our share of CFG's charges totaling \$38.7 million in loss (income) from equity method investments within the International segment in fiscal 2012.

The following summarized financial information for CFG is based on CFG's financial statements and translated into U.S. Dollars:

	April 29 - December 29, 2013	Fiscal Year Ended		
		April 28, 2013	April 29, 2012	May 1, 2011
<i>Income statement information:</i>				
Sales	\$ 1,717.6	\$ 2,464.6	\$ 2,536.1	\$ 2,433.3
Gross profit	389.9	564.4	583.0	423.0
Net income (loss)	8.1	13.0	(71.2)	46.1
		December 29, 2013	April 28, 2013	April 29, 2012
		(in millions)		
<i>Balance sheet information:</i>				
Current assets	\$ 821.5	\$ 909.9	\$ 944.5	
Long-term assets	2,051.2	1,926.8	1,930.4	
Current liabilities	999.0	993.6	941.9	
Long-term liabilities	1,077.7	1,094.2	1,168.1	

## NOTE 6: ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other current liabilities consist of the following:

	Successor	Predecessor	
	December 29, 2013	April 28, 2013	April 29, 2012
(in millions)			
Payroll and related benefits	\$ 222.9	\$ 246.8	\$ 233.5
Customer incentives	91.7	88.6	81.7
Derivative instruments and broker deposits	20.5	71.0	23.0
Insurance reserves	63.5	60.9	63.3
Accrued interest	64.7	34.9	41.9
Other	169.4	138.8	213.6
Total accrued expenses and other current liabilities	<u>\$ 632.7</u>	<u>\$ 641.0</u>	<u>\$ 657.0</u>

## NOTE 7: DEBT

Long-term debt consists of the following:

	Successor	Predecessor	
	December 29, 2013	April 28, 2013	April 29, 2012
(in millions)			
6.625% senior unsecured notes, due August 2022, including unamortized premiums of \$21.7 million (Successor) and unamortized discounts of \$4.7 million (Predecessor)	\$ 1,021.3	\$ 995.3	\$ —
10% senior secured notes, due July 2014, including unamortized discounts of \$7.0 million (Predecessor)	—	—	357.4
10% senior secured notes, due July 2014, including unamortized premiums of \$4.4 million (Predecessor)	—	—	229.4
7.75% senior unsecured notes, due July 2017, including unamortized premiums of \$54.0 million (Successor)	538.4	500.0	500.0
5.25% senior unsecured notes, due August 2018	500.0	—	—
5.875% senior unsecured notes, due August 2021	400.0	—	—
7.75% senior unsecured notes, due May 2013	—	55.0	160.0
4% senior unsecured Convertible Notes, due June 2013, including unamortized discounts of \$4.1 million (Predecessor) and \$26.8 million (Predecessor)	—	395.9	373.2
Floating rate senior unsecured term loan, due May 2018	200.0	200.0	200.0
Floating rate senior unsecured term loan, due February 2014	—	200.0	—
Inventory Revolver, LIBOR plus 3.25%	145.0	—	—
Securitization Facility, the lender's cost of funds of 0.21% plus 1.15%	105.0	—	—
Various, interest rates from 0.0% to 5.20%, due February 2014 through June 2017	110.4	132.9	117.3
Total debt	<u>3,020.1</u>	<u>2,479.1</u>	<u>1,937.3</u>
Current portion	<u>(47.3)</u>	<u>(675.1)</u>	<u>(62.5)</u>
Total long-term debt	<u><u>\$ 2,972.8</u></u>	<u><u>\$ 1,804.0</u></u>	<u><u>\$ 1,874.8</u></u>

As noted in Note 2—Merger and Acquisitions, existing long-term debt assumed by WH Group was adjusted to fair value based on quoted market prices. Premiums shown above as of December 29, 2013 represent the unamortized balance of the fair value adjustment to our 2022 Notes and 2017 Notes.

Scheduled principal payments on long-term debt for the next five years are as follows:

Fiscal Year	(in millions)
2014	\$ 47.3
2015	64.5
2016	254.4
2017	503.6
2018	675.0

## 2022 Notes

In August 2012, we issued \$1.0 billion aggregate principal amount of ten year, 6.625% senior unsecured notes at a price equal to 99.5% of their face value in a registered public offering (2022 Notes). We received net proceeds of \$981.2 million, after underwriting discounts and commissions and offering expenses, upon settlement of the 2022 Notes in August 2012. We incurred \$18.0 million in transaction fees in connection with issuance of the 2022 Notes, which were being amortized over the ten-year life of the notes.

The unamortized amount of transaction fees incurred in connection with the issuance of the 2022 Notes was written off when we performed the preliminary allocation of the total purchase consideration to the assets and liabilities assumed by WH Group in the Merger.

## Debt Extinguishments

### 2011 Notes

During fiscal 2011, we repurchased \$522.2 million of our 7% senior unsecured notes due August 2011 (2011 Notes) for \$543.1 million and recognized losses on debt extinguishment totaling \$21.4 million, including the write-off of related unamortized premiums and debt costs.

During fiscal 2012, we redeemed the remaining \$77.8 million of our 7% senior unsecured notes due August 2011.

### 2013 Notes and 2014 Notes

In January 2011, we commenced a Dutch auction cash tender offer to purchase for \$450.0 million in cash (the January Tender Offer) the maximum aggregate principal amount of our outstanding 7.75% senior unsecured notes due May 2013 (2013 Notes) and our outstanding 10% senior secured notes due July 2014 (2014 Notes). As a result of the January Tender Offer, we paid \$450.0 million to repurchase 2013 Notes and 2014 Notes with face values of \$190.0 million and \$200.9 million, respectively, and recognized losses on debt extinguishment totaling \$71.1 million in the fourth quarter of fiscal 2011, including the write-off of related unamortized discounts and debt costs.

During fiscal 2012, we repurchased \$59.7 million of our 2014 Notes for \$68.3 million and recognized losses on debt extinguishment of \$11.0 million, including the write-off of related unamortized discounts and debt costs.

In conjunction with the issuance of the 2022 Notes in July 2012, we commenced a tender offer to purchase any and all of our outstanding 2013 Notes and any and all of our outstanding 2014 Notes (the July 2012 Tender Offer). The July 2012 Tender Offer expired in August 2012. As a result of the July 2012 Tender Offer, we paid \$649.4 million to repurchase 2013 Notes and 2014 Notes with face values of \$105.0 million and \$456.6 million, respectively. Also in August 2012, we exercised the redemption feature available under our 2014 Notes and paid \$155.5 million to repurchase the remaining \$132.8 million of our 2014 Notes. Net proceeds from the issuance of the 2022 Notes were used to make all of the repurchases of the 2013 Notes and 2014 Notes. As a result of these repurchases, we recognized losses on debt extinguishment totaling \$120.7 million in fiscal 2013, including the write-off of related unamortized discounts, premiums and debt issuance costs.

In May 2013, we repaid the remaining outstanding principal amount on our 7.75% senior unsecured notes totaling \$55.0 million.

## *2017 Notes and 2022 Notes*

During the Successor Period, we repurchased \$15.6 million and \$0.4 million of our 2017 Notes and 2022 Notes, respectively, for \$18.1 million and recognized losses on debt extinguishment of \$1.7 million.

### **Debt Assumed**

On July 31, 2013, Merger Sub issued the Merger Sub Notes as part of the financing for the acquisition of the Company. Upon the consummation of the Merger and release of the proceeds from escrow, the Merger Sub Notes became unsecured obligations of the Company ranking equally in right of payment with all of our existing and future senior unsecured indebtedness. The proceeds were used in part to repay the outstanding \$200.0 million due on our Bank of America Term Loan. See Note 2—Merger and Acquisitions for further information on the Merger Sub Notes.

### **Working Capital Facilities**

In June 2011, we refinanced our asset-based revolving credit agreement totaling \$1.0 billion that supported short-term funding needs and letters of credit (the ABL Credit Facility) into two separate facilities: (1) an inventory-based revolving credit facility totaling \$925.0 million, with an option to expand up to \$1.225 billion (the Inventory Revolver), and (2) an accounts receivable securitization facility totaling \$275.0 million (the Securitization Facility). We may request working capital loans and letters of credit under both facilities. As a result of the refinancing, we recognized a loss on debt extinguishment of \$1.2 million in the first quarter of fiscal 2012 for the write-off of unamortized debt issuance costs associated with the ABL Credit Facility.

In January 2013, we partially exercised the accordion feature of our Second Amended and Restated Credit Agreement and increased the borrowing capacity of the Inventory Revolver from a total of \$925.0 million to a total of \$1.025 billion. All other terms and conditions of the Inventory Revolver were unchanged, including the limitation on the actual amount of credit that is available from time to time under the Inventory Revolver as a result of borrowing base valuations of our inventory, accounts receivable and certain cash balances.

We have the right to further exercise the accordion feature and increase its total revolving commitment by an additional aggregate amount not to exceed \$200.0 million, to the extent that any one or more new or existing lenders commit to being a lender for the additional amount and certain other customary conditions are met.

Availability under the Inventory Revolver is a function of the level of eligible inventories, subject to reserves. The Inventory Revolver matures in June 2016. The unused commitment fee and the interest rate spreads are a function of our leverage ratio (as defined in the Second Amended and Restated Credit Agreement). As of December 29, 2013, the unused commitment fee rate and interest rate were 0.625% and LIBOR plus 3.25%, respectively. The Inventory Revolver includes financial covenants. The ratio of our funded debt to capitalization (as defined in the Second Amended and Restated Credit Agreement) may not exceed 0.5 to 1.0, and our EBITDA to interest expense ratio (as defined in the Second Amended and Restated Credit Agreement) may not be less than 2.5 to 1.0. We and our material U.S. subsidiaries are jointly and severally liable for, as primary obligors, the obligations under the Inventory Revolver, and those obligations are secured by a first priority lien on certain personal property, including cash and cash equivalents, deposit accounts, inventory, intellectual property, and certain equity interests. We incurred approximately \$9.7 million in transaction fees in connection with the Inventory Revolver, which were being amortized over its five-year life.

The unamortized amount of transaction fees incurred in connection with the Inventory Revolver was written off when we performed the preliminary allocation of the total purchase consideration to the assets and liabilities assumed by WH Group in the Merger.

The Securitization Facility matures in May 2016. As part of the arrangement, all accounts receivable of our major Pork segment subsidiaries are sold to a wholly-owned “bankruptcy remote” special purpose vehicle (SPV). The SPV pledges the receivables as security for loans and letters of credit. The SPV is included in our consolidated financial statements and therefore, the accounts receivable owned by it are included in our consolidated balance sheet. However, the accounts receivable owned by the SPV are separate and distinct from our other assets and are not available to our other creditors should we become insolvent. As of December 29, 2013, the SPV held \$539.0 million of accounts receivable and we had \$105.0 million outstanding borrowings on the Securitization Facility.

The unused commitment fee rate and the interest rate under the Securitization Facility were 0.45% and 0.21% plus 1.15% as of December 29, 2013, respectively. We incurred approximately \$1.3 million in transaction fees in connection with the Securitization Facility, which were being amortized over its original three-year life.

The unamortized amount of transaction fees incurred in connection with the Securitization Facility was written off when we performed the preliminary allocation of the total purchase consideration to the assets and liabilities assumed by WH Group in the Merger.

As of December 29, 2013, we had aggregate credit facilities and credit lines totaling \$1.4 billion. Our unused capacity under these credit facilities and credit lines was \$1.0 billion. These facilities and lines are generally at prevailing market rates. We pay commitment fees on the unused portion of the facilities.

Average borrowings under credit facilities and credit lines were \$541.7 million, \$349.4 million, \$105.4 million, \$99.8 million and \$81.6 million at average interest rates of 3.0%, 3.0%, 5.2%, 4.9% and 4.8% during the Successor Period, Predecessor Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively. Maximum borrowings were \$759.3 million, \$719.3 million, \$229.9 million, \$245.3 million and \$256.9 million in the Successor Period, Predecessor Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively. Total outstanding borrowings were \$314.1 million as of December 29, 2013, \$82.3 million as of April 28, 2013 and \$64.9 million as of April 29, 2012 with average interest rates of 2.8%, 4.4% and 5.7%, respectively.

#### **Rabobank Term Loan**

In August 2012, we amended our \$200.0 million term loan with Rabobank (the Rabobank Term Loan). As a result of the amended agreement, our maturity date was extended from June 2016 to May 2018 and the interest rate increased to an annual rate equal to LIBOR plus 4%, or at our election, a base rate plus 3%.

The amended agreement contains affirmative and negative covenants that, among other things, limit or restrict our ability to create liens and encumbrances; incur debt; make acquisitions and investments; dispose of or transfer assets; pay dividends or make other payments in respect of our stock; in each case, subject to certain qualifications and exceptions that are generally consistent with the terms and conditions of the 2022 Notes. In addition, the amended agreement contains a financial covenant requiring us to maintain a minimum interest coverage ratio (ratio of consolidated EBITDA to consolidated interest expense) of not less than 1.75 to 1.0 commencing with our third quarter of fiscal 2013.

#### **Convertible Notes**

In July 2008, we issued \$400 million aggregate principal amount of 4% convertible senior notes due June 30, 2013 (the Convertible Notes) in a registered offering. The Convertible Notes were senior unsecured obligations. The Convertible Notes were payable with cash and, at certain times, were convertible into shares of our common stock based on an initial conversion rate, subject to adjustment, of 44.082 shares per \$1,000 principal amount of Convertible Notes (which represents an initial conversion price of approximately \$22.68 per share). Upon conversion, a holder would receive cash up to the principal amount of the Convertible Notes and shares of our common stock for the remainder, if any, of the conversion obligation.

On April 1, 2013, holders obtained the ability to convert their Convertible Notes at any time prior to the close of business on the third scheduled trading day immediately preceding the maturity date.

On the date of issuance of the Convertible Notes, our nonconvertible debt borrowing rate was determined to be 10.2%. Based on that rate of interest, the equity component of the Convertible Notes was determined to be \$95.8 million.

In connection with the issuance of the Convertible Notes, we entered into separate convertible note hedge transactions with respect to our common stock to reduce potential economic dilution upon conversion of the Convertible Notes, and separate warrant transactions (collectively referred to as the Call Spread Transactions). We purchased call options that permitted us to acquire up to approximately 17.6 million shares of our common stock, subject to adjustment, which is the number of shares initially issuable upon conversion of the Convertible Notes. In addition, we sold warrants permitting the purchasers to acquire up to approximately 17.6 million shares of our common stock, subject to adjustment. See Note 11—Equity for more information on the Call Spread Transactions.

In July 2013, we repaid the outstanding principal amount on our Convertible Notes totaling \$400.0 million. As part of the settlement of the Convertible Notes, we delivered 3,894,476 shares of our common stock to the holders of the notes. Simultaneously, we exercised a call option, which we entered into in connection with the original issuance of the Convertible Notes, entitling us to receive 3,894,510 shares from the counter-parties. As a result, we retired 34 net shares of our common stock upon the settlement of the Convertible Notes.

In October 2013, we paid \$79.4 million to holders of the warrants to unwind the contracts due to the change of control related to the Merger.

#### **NOTE 8: LEASE OBLIGATIONS, COMMITMENTS AND GUARANTEES**

##### **Lease Obligations**

We lease facilities and equipment under non-cancelable operating leases. The terms of each lease agreement vary and may contain renewal or purchase options. Rental payments under operating leases are charged to expense on the straight-line basis over the period of the lease. Rental expense under operating leases of real estate, machinery, vehicles and other equipment was \$11.7 million, \$19.2 million, \$47.1 million, \$46.5 million and \$42.3 million in the Successor Period, Predecessor Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively.

Future rental commitments under non-cancelable operating leases as of December 29, 2013 are as follows:

Fiscal Year	(in millions)
2014	\$ 41.6
2015	30.3
2016	23.2
2017	17.7
2018	15.7
Thereafter	30.9
Total	<u>\$ 159.4</u>

As of December 29, 2013, future minimum lease payments under capital leases were approximately \$26.2 million. The present value of the future minimum lease payments was \$25.8 million. The long-term portion of capital lease obligations was \$24.6 million, \$25.2 million and \$26.1 million as of December 29, 2013, April 28, 2013 and April 29, 2012, respectively, and the current portion was \$1.2 million, \$1.0 million and \$1.0 million as of December 29, 2013, April 28, 2013 and April 29, 2012, respectively.

##### **Commitments**

We have agreements, expiring through fiscal 2022, to use cold storage warehouses owned by partnerships, of which we are 50% partners. We have agreed to pay prevailing competitive rates for use of the facilities, subject to aggregate guaranteed minimum annual fees. In the Successor Period, Predecessor Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, we paid \$4.5 million, \$7.4 million, \$16.6 million, \$14.0 million and \$18.2 million, respectively, in fees for use of the facilities. We had investments in the partnerships of \$3.0 million as of December 29, 2013, \$2.6 million as of April 28, 2013 and \$2.2 million as of April 29, 2012, respectively.

We have purchase commitments with certain livestock producers that obligate us to purchase all the livestock that these producers deliver. Other arrangements obligate us to purchase a fixed amount of livestock. We also use independent farmers and their facilities to raise hogs produced from our breeding stock in exchange for a performance-based service fee payable upon delivery. We estimate the future obligations under these commitments based on available commodity livestock futures prices and internal projections about future hog prices, expected quantities delivered and anticipated performance. Our estimated future obligations under these commitments are as follows:

Fiscal Year	(in millions)
2014	\$ 1,987.7
2015	1,451.3
2016	1,113.6
2017	996.7
2018	957.5

As of December 29, 2013, we were also committed to purchase approximately \$309.5 million, under forward grain contracts payable in fiscal 2014.

We had \$20.6 million of committed funds related to approved capital expenditure projects as of December 29, 2013. These projects are expected to be funded with cash flows from operations and/or borrowings under credit facilities.

#### **Guarantees**

As part of our business, we are a party to various financial guarantees and other commitments as described below. These arrangements involve elements of performance and credit risk that are not included in the consolidated balance sheets as of December 29, 2013. We could become liable in connection with these obligations depending on the performance of the guaranteed party or the occurrence of future events that we are unable to predict. If we consider it probable that we will become responsible for an obligation, we will record the liability on our consolidated balance sheet.

As of December 29, 2013, we continue to guarantee \$9.5 million of leases that were transferred to JBS S.A. in connection with the sale of Smithfield Beef, Inc. Some of these lease guarantors may be released in the near future and others may remain in place until the leases expire through February 2022.

## NOTE 9: INCOME TAXES

Income tax expense consists of the following:

	September 27 - December 29, 2013	Predecessor				
		Fiscal Year Ended				
		April 29 - September 26, 2013	April 28, 2013	April 29, 2012	May 1, 2011	
(in millions)						
<i>Current income tax expense:</i>						
Federal	\$ 0.2	\$ 13.8	\$ 39.8	\$ 72.7	\$ 57.6	
State	0.9	0.1	6.1	8.4	17.2	
Foreign	0.2	2.5	5.5	1.1	3.1	
	1.3	16.4	51.4	82.2	77.9	
<i>Deferred income tax expense (benefit):</i>						
Federal	7.4	7.1	(2.6)	82.1	128.3	
State	1.7	(11.4)	(10.5)	11.2	24.2	
Foreign	5.4	0.6	7.8	(3.1)	5.7	
	14.5	(3.7)	(5.3)	90.2	158.2	
Total income tax expense	\$ 15.8	\$ 12.7	\$ 46.1	\$ 172.4	\$ 236.1	

A reconciliation of taxes computed at the federal statutory rate to the provision for income taxes is as follows:

	September 27 - December 29, 2013	Predecessor			
		Fiscal Year Ended			
		April 29 - September 26, 2013	April 28, 2013	April 29, 2012	May 1, 2011
Federal income taxes at statutory rate	35.0 %	35.0 %	35.0 %	35.0 %	35.0 %
State income taxes, net of federal tax benefit	3.8	(10.6)	(0.2)	2.1	3.4
Foreign income taxes	16.4	10.4	(1.7)	(0.2)	(1.2)
Unremitted earnings	—	—	—	2.6	—
Net change in uncertain tax positions	(1.8)	(1.3)	0.6	(2.4)	(0.3)
Net change in valuation allowance	(20.1)	(10.1)	(4.8)	(0.9)	(3.4)
Tax credits	(4.5)	(6.5)	(5.7)	(1.0)	(1.1)
Manufacturer's deduction	(0.6)	(0.2)	(1.5)	(1.7)	(1.8)
Adjustment to goodwill	—	—	—	—	2.0
Other	3.1	3.0	(1.6)	(1.2)	(1.4)
Effective tax rate	31.3 %	19.7 %	20.1 %	32.3 %	31.2 %

The unremitted earnings impact to the effective tax rate in fiscal 2012 resulted primarily from the CFG Consolidation Plan.

We had income taxes receivable of \$36.7 million, \$79.4 million and \$101.7 million as of December 29, 2013, April 28, 2013 and April 29, 2012, respectively, in prepaid expenses and other current assets.

The tax effects of temporary differences consist of the following:

	Successor	Predecessor	
	December 29, 2013	April 28, 2013	April 29, 2012
(in millions)			
<i>Deferred tax assets:</i>			
Pension and other retirement liabilities	\$ 160.8	\$ 272.4	\$ 256.4
Tax credits, carryforwards and net operating losses	68.0	77.3	85.6
Accrued expenses and other current liabilities	49.8	32.2	53.2
Derivatives	28.8	—	—
Employee benefits	26.6	17.3	—
Other	28.3	10.2	30.8
	<u>362.3</u>	<u>409.4</u>	<u>426.0</u>
Valuation allowance	(42.3)	(43.5)	(54.6)
Total deferred tax assets	<u>\$ 320.0</u>	<u>\$ 365.9</u>	<u>\$ 371.4</u>
<i>Deferred tax liabilities:</i>			
Property, plant and equipment	\$ 518.1	\$ 371.9	\$ 385.6
Intangible assets	415.7	134.3	125.8
Derivatives	—	1.5	31.9
Employee benefits	—	—	13.7
Investments in subsidiaries	65.6	44.1	44.6
Total deferred tax liabilities	<u>\$ 999.4</u>	<u>\$ 551.8</u>	<u>\$ 601.6</u>

The following table presents the classification of deferred taxes in our balance sheets as of December 29, 2013, April 28, 2013 and April 29, 2012:

	Successor	Predecessor	
	December 29, 2013	April 28, 2013	April 29, 2012
(in millions)			
Prepays and other current assets	\$ 66.5	\$ 19.9	\$ 57.4
Other assets	—	—	3.2
Deferred income taxes, net	<u>745.9</u>	<u>205.8</u>	<u>290.8</u>

Management makes an assessment to determine if its deferred tax assets are more likely than not to be realized. Valuation allowances are established in the event that management believes the related tax benefits will not be realized. The valuation allowance primarily relates to state credits, state net operating loss carryforwards and losses in foreign jurisdictions for which no tax benefit was recognized. During the Successor Period, the valuation allowance increased by \$4.6 million which is primarily the net of purchase price allocations related to the Merger and the utilization of tax losses in foreign jurisdictions. During the Predecessor Period, the valuation allowance decreased by \$5.8 million resulting primarily from the utilization of tax losses in foreign jurisdictions.

The tax credits, carryforwards and net operating losses expire from fiscal 2014 to 2033.

There were foreign subsidiary net earnings that were considered permanently reinvested of \$17.0 million, \$149.5 million and \$123.6 million as of December 29, 2013, April 28, 2013 and April 29, 2012, respectively. It is not reasonably determinable as to the amount of deferred tax liability that would need to be provided if such earnings were not reinvested. Included in the deferred tax liability for investments in subsidiaries are amounts that may potentially reverse in the near future because of a proposed restructuring.

A reconciliation of the beginning and ending liability for unrecognized tax benefits is as follows:

	(in millions)
Balance, May 1, 2011	\$ 33.6
Additions for tax positions taken in the current year	2.4
Additions for tax positions taken in prior years	(10.8)
Settlements with taxing authorities	(9.3)
Lapse of statute of limitations	(0.6)
Balance, April 29, 2012	15.3
Additions for tax positions taken in the current year	3.9
Reduction for tax positions taken in prior years	(1.8)
Settlements with taxing authorities	(1.0)
Lapse of statute of limitations	(0.7)
Balance, April 28, 2013	15.7
Additions for tax positions taken in the current year	1.6
Reduction for tax positions taken in prior years	(0.2)
Settlements with taxing authorities	(2.1)
Lapse of statute of limitations	(1.1)
Balance, December 29, 2013	<u>\$ 13.9</u>

We operate in multiple taxing jurisdictions, both within the U.S. and outside of the U.S., and are subject to examination from various tax authorities. The liability for unrecognized tax benefits included \$4.5 million, \$5.1 million and \$4.7 million of accrued interest as of December 29, 2013, April 28, 2013 and April 29, 2012, respectively. We recognized \$0.5 million of net interest income during the Transition Period, \$0.4 million of net interest expense during fiscal year ended April 28, 2013 and \$3.5 million and \$0.1 million of net interest income during fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively, in income tax expense. The liability for unrecognized tax benefits included \$13.3 million as of December 29, 2013, \$14.9 million as of April 28, 2013 and \$14.1 million as of April 29, 2012, that if recognized, would impact the effective tax rate.

We are currently being audited in several tax jurisdictions and remain subject to examination until the statute of limitations expires for the respective tax jurisdiction. Within specific countries, we may be subject to audit by various tax authorities, or subsidiaries operating within the country may be subject to different statute of limitations expiration dates. We have concluded all U.S. federal income tax matters through fiscal 2013. We are currently under U.S. federal examination for the tax year ended December 29, 2013.

Based upon the expiration of statutes of limitations and/or the conclusion of tax examinations in several jurisdictions as of December 29, 2013, we believe it is reasonably possible that the total amount of previously unrecognized tax benefits may decrease by up to \$2.2 million within twelve months of December 29, 2013.

Beginning with the Successor Period, the Company, with its respective subsidiaries, is included in its U.S. parent company's consolidated federal income tax group and consolidated income tax return. The members of the consolidated group have elected to allocate income taxes among the members of the group by the separate return method, under which the parent company credits the subsidiary for income tax reductions resulting from the subsidiary's inclusion in the consolidated return, or the parent company charges the subsidiary for its allocated share of the consolidated income tax liability.

## NOTE 10: PENSION AND OTHER RETIREMENT BENEFIT PLANS

### Company Sponsored Defined Benefit Pension Plans

We provide the majority of our U.S. employees with pension benefits. Salaried employees are provided benefits based on years of service and average salary levels. Hourly employees are provided benefits of stated amounts for each year of service.

The following table presents a reconciliation of the pension benefit obligation, plan assets and the funded status of these pension plans.

	December 29, 2013	April 28, 2013	April 29, 2012
	(in millions)		
<i>Change in benefit obligation:</i>			
Benefit obligation at beginning of year	\$ 1,813.2	\$ 1,610.6	\$ 1,329.9
Service cost	32.4	47.2	37.4
Interest cost	54.4	74.8	75.9
Benefits paid <sup>(1)</sup>	(66.6)	(65.9)	(63.2)
Remeasurement at the Merger Date	(189.8)	—	—
Actuarial loss	9.2	146.1	229.1
Other	0.2	0.4	1.5
Benefit obligation at end of year	<u>1,653.0</u>	<u>1,813.2</u>	<u>1,610.6</u>
<i>Change in plan assets:</i> <sup>(2)</sup>			
Fair value of plan assets at beginning of year	1,110.6	1,023.5	956.4
Actual return on plan assets	34.7	131.5	(16.0)
Employer contributions	18.8	17.7	142.8
Benefits paid <sup>(1)</sup>	(42.1)	(62.0)	(59.7)
Other	0.8	(0.1)	—
Fair value of plan assets at end of year	<u>1,122.8</u>	<u>1,110.6</u>	<u>1,023.5</u>
Funded status	<u>\$ (530.2)</u>	<u>\$ (702.6)</u>	<u>\$ (587.1)</u>
<i>Amounts recognized in the consolidated balance sheet:</i>			
Net long-term pension liability	\$ (504.4)	\$ (697.0)	\$ (581.9)
Accrued expenses and other current liabilities	(25.8)	(5.6)	(5.2)
Net amount recognized at end of year	<u>\$ (530.2)</u>	<u>\$ (702.6)</u>	<u>\$ (587.1)</u>

<sup>(1)</sup> Benefit payments for our defined benefit pension plans during the Successor Period and Predecessor Period were \$39.4 million and \$27.2 million, respectively. Benefit payments for our qualified defined benefit pension plans during the Successor Period and Predecessor Period were \$16.1 million and \$26.0 million, respectively.

<sup>(2)</sup> Excludes the assets and related activity of our non-qualified defined benefit pension plans. The fair value of assets related to our non-qualified plans was \$124.1 million, \$121.0 million and \$107.1 million as of December 29, 2013, April 28, 2013 and April 29, 2012, respectively. We made no cash contributions to our non-qualified plans in the Transition Period, fiscal year ended April 28, 2013 and fiscal year ended April 29, 2012. Benefits paid for our non-qualified plans were \$23.3 million, \$1.2 million, \$3.9 million and \$3.5 million for the Successor Period, Predecessor Period, fiscal year ended April 28, 2013 and fiscal year ended April 29, 2012, respectively.

The accumulated benefit obligation for all defined benefit pension plans was \$1.6 billion, \$1.7 billion and \$1.5 billion as of December 29, 2013, April 28, 2013 and April 29, 2012, respectively. The accumulated benefit obligation for all of our defined benefit pension plans exceeded the fair value of plan assets for all periods presented.

The following table shows the pre-tax unrecognized items included as components of accumulated other comprehensive income (loss) related to our defined benefit pension plans as of the dates indicated.

	Successor	Predecessor	
	December 29, 2013	April 28, 2013	April 29, 2012
(in millions)			
Unrecognized actuarial gain (loss)	\$ 20.9	\$ (704.9)	\$ (665.4)
Unrecognized prior service credit	—	3.2	4.7

No actuarial gains or losses or prior service costs or credits are expected to be recognized in net periodic pension cost in fiscal 2014.

The following table presents the components of the net periodic pension costs for the periods indicated:

	Successor	Predecessor		
	September 27 - December 29, 2013	Fiscal Year Ended		
		April 29 - September 26, 2013	April 28, 2013	April 29, 2012
(in millions)				
Service cost	\$ 9.8	\$ 22.6	\$ 37.4	\$ 37.0
Interest cost	21.6	32.8	74.8	75.9
Expected return on plan assets	(19.5)	(35.4)	(78.8)	(79.6)
Net amortization	—	24.8	52.9	23.5
<b>Net periodic pension cost</b>	<b>\$ 11.9</b>	<b>\$ 44.8</b>	<b>\$ 96.1</b>	<b>\$ 82.0</b>

The following table shows our weighted average assumptions for the periods indicated.

	Successor	Predecessor		
	September 27 - December 29, 2013	Fiscal Year Ended		
		April 29 - September 26, 2013	April 28, 2013	April 29, 2012
Discount rate to determine net periodic benefit cost				
Discount rate to determine net periodic benefit cost	5.30%	4.45%	4.75%	5.85%
Discount rate to determine benefit obligation	5.25	5.30	4.45	4.75
Expected long-term rate of return on plan assets	7.25	7.25	7.75	7.75
Rate of compensation increase	4.00	4.00	4.00	4.00

We use an independent third-party actuary to assist in the determination of assumptions used and the measurement of our pension obligation and related costs. We review and select the discount rate to be used in connection with our pension obligation annually. In determining the discount rate, we used a hypothetical model that used the yield on corporate bonds (rated AA or better) that coincides with the cash flows of the plans' estimated benefit payouts. The model uses a yield curve approach to discount each cash flow of the liability stream at an interest rate specifically applicable to the timing of each respective cash flow. Using imputed interest rates, the model sums the present value of each cash flow stream to calculate an equivalent weighted average discount rate. We use this resulting weighted average discount rate to determine our final discount rate.

To determine the expected long-term return on plan assets, we consider the current and anticipated asset allocations, as well as historical and estimated returns on various categories of plan assets. Long-term trends are evaluated relative to market factors such as inflation, interest rates and fiscal and monetary policies in order to assess the capital market assumptions. Over the 5-year period ended December 29, 2013, April 28, 2013 and April 29, 2012, the average rate of return on plan assets was approximately 12.11%, 4.01% and 1.40%, respectively. Actual results that differ from our assumptions are accumulated and amortized over future periods and, therefore, affect expense in future periods.

Pension plan assets may be invested in cash and cash equivalents, equities, debt securities, insurance contracts and real estate. Our investment policy for the pension plans is to balance risk and return through a diversified portfolio of high-quality equity and fixed income securities. Equity targets for the pension plans are as indicated in the following table. Maturity for fixed income securities is managed such that sufficient liquidity exists to meet near-term benefit payment obligations. The plans retain outside investment advisors to manage plan investments within parameters established by our plan trustees.

The following table presents the fair value of our qualified pension plan assets by major asset category as of December 29, 2013, April 28, 2013 and April 29, 2012. The allocation of our pension plan assets is based on the target range presented in the following table.

Asset category:	Successor	Predecessor		Target Range
	December 29, 2013	April 28, 2013	April 29, 2012	
(in millions)				
Cash and cash equivalents, net of unsettled transactions	\$ 60.0	\$ 45.3	\$ 24.7	0-4%
Equity securities	455.7	411.3	427.0	30-50%
Debt securities	512.4	555.6	495.2	35-55%
Alternative assets	94.7	98.4	76.6	5-20%
Total	<u>\$ 1,122.8</u>	<u>\$ 1,110.6</u>	<u>\$ 1,023.5</u>	

See Note 12—Fair Value Measurements for additional information about the fair value of our pension assets.

As of April 28, 2013 and April 29, 2012, the amount of our common stock included in plan assets was 2,054,344 and 4,154,344 shares, respectively, with market values of \$53.3 million and \$88.2 million, respectively. As a result of the Merger, all of our common stock was converted to cash; therefore, as of December 29, 2013, none of our common stock was included in plan assets.

We generally contribute the minimum amount required under government regulations to our qualified pension plans, plus amounts necessary to maintain an 80% funded status in order to avoid benefit restrictions under the Pension Protection Act. Our expected funding requirement in fiscal 2014 is approximately \$115.1 million.

Expected future benefit payments for our defined benefit pension plans are as follows:

Fiscal Year	(in millions)
2014	\$ 96.2
2015	99.7
2016	103.5
2017	107.7
2018	90.7
2019-2023	510.0

#### **Multienterprise Defined Benefit Pension Plans**

In addition to our Company sponsored defined benefit pension plans, we contribute to several multienterprise defined benefit pension plans under collective bargaining agreements that cover certain of our union-represented employees. The risks of participating in such plans are different from the risks of single-employer plans, in the following respects:

- Assets contributed to a multienterprise plan by one employer may be used to provide benefits to employees of other participating employers.
- If a participating employer ceases to contribute to a multienterprise plan, the unfunded obligation of the plan may be borne by the remaining participating employers.
- If we were to withdraw from a multienterprise plan, we may be required to pay the plan an amount based on the underfunded status of the plan and on the history of our participation in the plan prior to withdrawal. This is referred to as a withdrawal liability.

Each multiemployer plan in which we participate has a certified zone status as currently defined by the Pension Protection Act of 2006. The zone status is based on information provided to us and other participating employers by each plan and is certified by the plan's actuary. The following are descriptions of the zone status types based on criteria established under the Internal Revenue Code (IRC):

- "Red" Zone—Plan has been determined to be in "critical status" and is generally less than 65% funded. A rehabilitation plan, as required under the IRC, must be adopted by plans in the "red" zone. Plan participants may be responsible for the payment of surcharges, in addition to the contribution rate specified in the applicable collective bargaining agreement, for a plan in "critical status," in accordance with the requirements of the IRC.
- "Yellow" Zone—Plan has been determined to be in "endangered status" and is generally less than 80% funded. A funding improvement plan, as required under the IRC, must be adopted.
- "Green" Zone—Plan has been determined to be neither in "critical status" nor in "endangered status," and is generally at least 80% funded.

All plans in which we participate were in the "green" zone for the two most recent benefit plan years that have been certified.

The following table summarizes our contributions to multiemployer plans <sup>(1)</sup>.

Plan	EIN / PN <sup>(2)</sup>	April 29 - December 29, 2013	Fiscal Year Ended				Expiration Dates of Collective Bargaining Agreements
			April 28, 2013	April 29, 2012	May 1, 2011		
United Food and Commercial Workers International Union Industry Pension Fund	51-6055922 / 001	\$ 0.9	\$ 1.2	\$ 1.1	\$ 1.4		Multiple <sup>(3)</sup>
Central Pension Fund of the International Union of Operating Engineers and Participating Employers	36-6052390 / 001	0.1	0.2	0.2	0.2		October 2018
IAM National Pension Fund National Pension Plan	51-6031295 / 002	0.1	0.1	0.1	0.1		February 2014
Total contributions to multiemployer plans		\$ 1.1	\$ 1.5	\$ 1.4	\$ 1.7		

<sup>(1)</sup> Contributions represent the amounts we contributed to the plans during the fiscal periods ending in the specified year. Our contributions to each plan did not exceed 5% of total plan contributions for any plan year presented.

<sup>(2)</sup> Represents the Employer Identification Number and the three-digit plan number assigned to a plan by the Internal Revenue Service.

<sup>(3)</sup> We have multiple collective bargaining agreements associated with the United Food and Commercial Workers International Union Industry Pension Fund. These agreements are currently scheduled to expire in October 2015, May 2016, January 2018 and December 2018.

## Other Employee Benefit Plans

We sponsor defined contribution pension plans (401(k) plans) covering substantially all U.S. employees. Our contributions vary depending on the plan but are based primarily on each participant's level of contribution and cannot exceed the maximum allowable for tax purposes. Total contributions were \$4.1 million, \$8.0 million, \$15.0 million, \$13.9 million and \$13.9 million in the Successor Period, Predecessor Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively.

We also provide health care and life insurance benefits for certain retired employees. These plans are unfunded and generally pay covered costs reduced by retiree premium contributions, co-payments and deductibles. We retain the right to modify or eliminate these benefits. We consider disclosures related to these plans immaterial to the consolidated financial statements and related notes.

## **NOTE 11: EQUITY**

### **Common Stock**

Upon completion of the Merger, all outstanding shares of Smithfield were cancelled and the Company's shareholders received the Merger Consideration for each share of common stock held prior to the effective time of the Merger.

As a result of the Merger, all of the outstanding shares of Merger Sub were converted into 1,000 shares of common stock of the Company, no par value, and such shares are owned by a wholly-owned subsidiary of WH Group. There are no other shares of stock outstanding in the Company. See Note 2—Merger and Acquisitions for further information on the Merger.

#### *Common Stock Repurchases*

During fiscal 2013, we repurchased 19,068,079 shares of our common stock for \$386.4 million, including related fees. The price of the repurchased shares was allocated among common stock, additional paid-in capital and retained earnings in our consolidated condensed balance sheet in accordance with applicable accounting guidance.

From June 2011 through the Merger Date, we repurchased 28,244,783 shares of our common stock for \$575.9 million, including related commissions, at an average price of \$20.38.

### **Preferred Stock**

Prior to the Merger, we had 1,000,000 shares of \$1.00 par value preferred stock authorized, none of which were issued. The board of directors was authorized to issue preferred stock in series and to fix, by resolution, the designation, dividend rate, redemption provisions, liquidation rights, sinking fund provisions, conversion rights and voting rights of each series of preferred stock. As a result of the Merger, we no longer have authorized shares of preferred stock.

### **Stock-Based Compensation**

During fiscal 2009, we adopted the 2008 Incentive Compensation Plan (the Incentive Plan), which replaced the 1998 Stock Incentive Plan and provided for the issuance of non-statutory stock options and other awards to employees, non-employee directors and consultants.

Upon completion of the Merger, all then-outstanding stock-based compensation awards, whether vested or unvested, were converted into the right to receive the Merger Consideration, less the exercise price of such awards, if any. As a result, we made aggregate cash payments totaling \$82.1 million to plan participants following the Merger, which were included as a component of the purchase price consideration. The Incentive Plan was discontinued as a result of the Merger.

#### *Stock Options*

Under the Incentive Plan, we granted options for periods not exceeding 10 years, which either cliff vested five years after the date of grant or vested ratably over a three-year period with an exercise price of not less than 100% of the fair market value of the common stock on the date of grant. Compensation expense for stock options was \$1.2 million, \$4.9 million, \$6.1 million and \$3.8 million for the Predecessor Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively. The related income tax benefits recognized were \$0.4 million, \$1.8 million, \$2.4 million and \$1.5 million, for the Predecessor Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively. There was no compensation expense capitalized as part of inventory or fixed assets during the fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively.

The fair value of each option granted was estimated on the date of grant using the Black-Scholes option pricing model. The expected annual volatility was based on the historical volatility of our stock and other factors. We used historical data to estimate option exercises and employee termination within the pricing model. The expected term of options granted represented the period of time that options were expected to be outstanding. The following table summarizes the assumptions made in determining the fair value of stock options granted in the fiscal years indicated:

	Fiscal Year Ended		
	April 28, 2013	April 29, 2012	May 1, 2011
Expected annual volatility	57%	55%	54%
Dividend yield	—%	—%	—%
Risk free interest rate	0.52%	1.11%	1.62%
Expected option life (years)	4	4	4

No stock options were granted during the Predecessor Period. The options granted in the fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011 were valued in separate tranches according to the expected life of each tranche. The above table reflects the weighted average risk free interest rate and expected option life of each tranche. The expected dividend yield was the same for all options granted in the fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011. We have never paid a cash dividend on our common stock.

The following table summarizes stock option activity under the Incentive Plan during the Predecessor Period:

	Number of Shares	Weighted Average Exercise Price	Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in millions)
Outstanding as of April 28, 2013	2,858,153	\$ 22.34		
Exercised	(139,040)	\$ 22.54		
Forfeited	(6,000)	\$ 21.09		
Outstanding as of September 26, 2013 <sup>(1)</sup>	2,713,113	\$ 22.33	3.9	\$ 31.6
Exercisable as of September 26, 2013	2,226,459	\$ 22.55	3.6	\$ 25.4

<sup>(1)</sup> All options were canceled upon the Merger and the holders received cash of \$34.00 per share, less the exercise price of the options.

The weighted average grant-date fair value of options granted during the fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011 was \$8.92, \$9.36 and \$6.61, respectively. The total intrinsic value of options exercised during the fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011 was \$2.4 million, \$0.9 million and \$0.4 million, respectively.

#### Performance Share Units

The Incentive Plan also provided for the issuance of performance share units (PSU) to reward employees for the achievement of performance goals. We granted PSUs that contained performance conditions, which required the achievement of specified financial and/or operational performance metrics. We also granted PSUs that contained market conditions, which required the achievement of certain stock price targets or the achievement of specified levels of shareholder return relative to other companies in our industry. PSUs generally vested over a required employee service period, which typically ranged from one to five years and closely matched the performance period. Each performance share unit represented and had a value equal to one share of our common stock. Payment of vested performance share units was generally in our common stock.

PSUs containing performance conditions were generally measured at fair value as if they were vested and issued on the grant date. The fair value of PSUs containing market conditions was estimated using a Monte Carlo simulation model, which simulated a range of possible future stock prices after incorporating assumptions about risk free rates, volatility and other relevant assumptions pertinent to the specific awards. The grant date fair value of performance share units was recognized as compensation expense over the requisite employee service period.

The following table summarizes performance share unit activity under the Incentive Plan during the Predecessor Period. The number of awards granted and outstanding reflects the maximum number of share units that may vest under the awards.

	Number of Share Units
Outstanding as of April 28, 2013	1,212,567
Granted	519,000
Vested and issued	(377,933)
Forfeited	(85,634)
Outstanding as of September 26, 2013 <sup>(1)</sup>	<u>1,268,000</u>

<sup>(1)</sup> All PSUs fully vested upon the Merger and the holders received \$34.00 per unit.

The weighted average grant date fair value for PSUs granted in the Predecessor Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, was \$33.70, \$21.03, \$20.63 and \$17.57 per share unit, respectively. The total intrinsic value of PSUs converted into shares of our common stock and issued in the Predecessor Period, fiscal year ended April 28, 2013 and the fiscal year ended April 29, 2012 was \$12.2 million, \$10.9 million and \$15.2 million, respectively. No PSUs were converted into shares of our common stock in the fiscal year ended May 1, 2011. Compensation expense for performance share units was \$5.3 million, \$8.1 million, \$8.3 million and \$7.5 million in the Predecessor Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively. The related income tax benefits recognized were \$1.9 million, \$3.0 million, \$3.2 million and \$2.9 million for the Predecessor Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, respectively.

#### *Executive Stock Purchase Plan (ESPP)*

As part of the Incentive Plan, we maintained a non-qualified deferred compensation plan that permitted executive officers to voluntarily defer up to 25% of the payouts under their annual cash incentive awards in exchange for a performance award payable in the form of Company stock at such time in the future as elected by the officers, but not less than three years from the end of the performance period. As a result of the Merger, the Company will provide a 100% match to the officers' deferral in the form of cash, instead of restricted stock as prescribed under the Incentive Plan. The match is subject to three-year cliff vesting and will be forfeited if the officer voluntarily terminates employment before vesting.

The fair value of these restricted stock awards was generally measured as if they were vested and issued on the grant date. We granted 139,730 and 450,241 restricted stock units in the Predecessor Period and the fiscal year ended April 28, 2013, including the company match. There were no restricted stock units outstanding as of April 29, 2012. On the Merger Date, these units were converted into the right to receive cash and paid as merger consideration and/or deferred based on the payment option elected and the continuation of the match vesting period. The deferred amount of \$6.5 million is included in other liabilities on the consolidated balance sheet and will be paid to participants as originally scheduled under the ESPP. This amount was included as a component of the purchase price consideration.

We recognized compensation expense of \$0.8 million, \$3.5 million and \$4.9 million in the Predecessor Period, fiscal year ended April 28, 2013 and fiscal year ended April 29, 2012, respectively, related to restricted stock awards under the ESPP.

#### **Call Spread Transactions**

In connection with the issuance of the Convertible Notes (see Note 7—Debt), we entered into separate convertible note hedge transactions with respect to our common stock to minimize the impact of potential economic dilution upon conversion of the Convertible Notes, and separate warrant transactions.

We purchased call options in private transactions that permitted us to acquire up to approximately 17.6 million shares of our common stock at an initial strike price of \$22.68 per share, subject to adjustment, for \$88.2 million. In general, the call options allowed us to acquire a number of shares of our common stock initially equal to the number of shares of common stock issuable to the holders of the Convertible Notes upon conversion. These call options terminated upon the maturity of the Convertible Notes.

We also sold warrants in private transactions for total proceeds of approximately \$36.7 million. The warrants permitted the purchasers to acquire up to approximately 17.6 million shares of our common stock at an initial exercise price of \$30.54 per share, subject to adjustment.

In July 2013, we repaid the outstanding principal amount on our Convertible Notes totaling \$400.0 million. As part of the settlement of the Convertible Notes, we delivered 3,894,476 shares of our common stock to the holders of the notes. Simultaneously, we exercised a call option, which we entered into in connection with the original issuance of the Convertible Notes, entitling us to receive 3,894,510 shares from the counter-parties. As a result, we retired 34 net shares of our common stock upon the settlement of the Convertible Notes.

In October 2013, we paid \$79.4 million to holders of the warrants to unwind the contracts due to the change of control related to the Merger.

#### **Stock Held in Trust**

We maintain a non-qualified defined Supplemental Pension Plan (the Supplemental Plan) the purpose of which is to provide supplemental retirement income benefits for those eligible employees whose benefits under the tax-qualified plans are subject to statutory limitations. A grantor trust has been established for the purpose of satisfying the obligations under the plan. As of April 28, 2013, the Supplemental Plan held 2,616,687 shares of our common stock at an average cost of \$23.75. The shares held by the Supplemental Plan were converted to cash as a result of the Merger.

As part of the Incentive Plan director fee deferral program, we purchased shares of our common stock on the open market for the benefit of the plan's participants. These shares were held in a rabbi trust until transferred to the participants. As of April 28, 2013, the rabbi trust held 330,180 shares of our common stock at an average cost of \$20.17. The shares held by the rabbi trust were converted to cash as a result of the Merger.

#### **Accumulated Other Comprehensive Income (Loss)**

Accumulated other comprehensive income (loss) consists of the following:

	Successor	Predecessor	
	December 29, 2013	April 28, 2013	April 29, 2012
(in millions)			
Foreign currency translation	\$ 27.3	\$ (170.5)	\$ (159.4)
Pension accounting	14.6	(427.9)	(402.7)
Hedge accounting	(2.9)	(17.8)	51.2
Accumulated other comprehensive income (loss)	<u>\$ 39.0</u>	<u>\$ (616.2)</u>	<u>\$ (510.9)</u>

### Other Comprehensive Income (Loss)

The following tables present changes in the accumulated balances for each component of other comprehensive income (loss) and the related effects on net income of amounts reclassified out of other comprehensive income (loss).

	Successor			Predecessor		
	September 27 - December 29, 2013			April 29 - September 26, 2013		
	Before Tax	Tax	After Tax	Before Tax	Tax	After Tax
(in millions)						
Foreign currency translation:						
Translation adjustment arising during the period	\$ 29.6	\$ (2.3)	\$ 27.3	\$ 23.3	\$ (6.4)	\$ 16.9
Pension accounting:						
Amortization of actuarial gains and prior service credits reclassified to cost of sales	8.5	(3.3)	5.2	7.4	(2.9)	4.5
Amortization of actuarial gains and prior service credits reclassified to SG&A	15.2	(5.8)	9.4	17.4	(6.8)	10.6
Hedge accounting:						
Losses arising during the period	(2.3)	0.9	(1.4)	(26.6)	10.3	(16.3)
Gains reclassified to sales	(3.0)	1.2	(1.8)	(5.9)	2.3	(3.6)
(Gains) losses reclassified to cost of sales	0.9	(0.4)	0.5	(23.6)	9.2	(14.4)
(Gains) losses reclassified to SG&A	(0.3)	0.1	(0.2)	0.3	—	0.3
Total other comprehensive income (loss)	<u>\$ 48.6</u>	<u>\$ (9.6)</u>	<u>\$ 39.0</u>	<u>\$ (7.7)</u>	<u>\$ 5.7</u>	<u>\$ (2.0)</u>

	Predecessor								
	Fiscal Year Ended								
	April 28, 2013			April 29, 2012			May 1, 2011		
	Before Tax	Tax	After Tax	Before Tax	Tax	After Tax	Before Tax	Tax	After Tax
(in millions)									
Foreign currency translation:									
Translation adjustment arising during the period	\$ (12.5)	\$ 1.4	\$ (11.1)	\$ (185.7)	\$ 25.9	\$ (159.8)	\$ 120.2	\$ 2.9	\$ 123.1
Pension accounting:									
Amortization of actuarial losses and prior service credits reclassified to cost of sales	(12.3)	4.8	(7.5)	(90.8)	35.3	(55.5)	25.9	(9.6)	16.3
Amortization of actuarial losses and prior service credits reclassified to SG&A	(28.8)	11.1	(17.7)	(211.8)	82.3	(129.5)	73.8	(27.5)	46.3
Hedge accounting:									
Gains (losses) arising during the period	53.3	(20.8)	32.5	105.6	(42.6)	63.0	144.9	(57.1)	87.8
Gains (losses) reclassified to sales	(54.9)	21.4	(33.5)	(32.3)	12.6	(19.7)	44.5	(17.3)	27.2
Gains reclassified to cost of sales	(108.4)	42.1	(66.3)	(75.1)	29.2	(45.9)	(80.7)	31.4	(49.3)
(Gains) losses reclassified to SG&A	(2.1)	0.4	(1.7)	4.1	(0.8)	3.3	2.6	—	2.6
Losses reclassified to interest expense	—	—	—	2.4	—	2.4	7.0	(2.7)	4.3
Total other comprehensive income (loss)	<u>\$ (165.7)</u>	<u>\$ 60.4</u>	<u>\$ (105.3)</u>	<u>\$ (483.6)</u>	<u>\$ 141.9</u>	<u>\$ (341.7)</u>	<u>\$ 338.2</u>	<u>\$ (79.9)</u>	<u>\$ 258.3</u>

#### NOTE 12: FAIR VALUE MEASUREMENTS

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. We are required to consider and reflect the assumptions of market participants in fair value calculations. These factors include nonperformance risk (the risk that an obligation will not be fulfilled) and credit risk, both of the reporting entity (for liabilities) and of the counterparty (for assets).

We use, as appropriate, a market approach (generally, data from market transactions), an income approach (generally, present value techniques), and/or a cost approach (generally, replacement cost) to measure the fair value of an asset or liability. These valuation approaches incorporate inputs such as observable, independent market data that we believe are predicated on the assumptions market participants would use to price an asset or liability. These inputs may incorporate, as applicable, certain risks such as nonperformance risk, which includes credit risk.

The FASB has established a three-level fair value hierarchy that prioritizes the inputs used to measure fair value. The fair value hierarchy gives the highest priority to quoted market prices (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of inputs used to measure fair value are as follows:

- Level 1—quoted prices in active markets for identical assets or liabilities accessible by the reporting entity.
- Level 2—observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
- Level 3—unobservable for an asset or liability. Unobservable inputs should only be used to the extent observable inputs are not available.

We have classified assets and liabilities measured at fair value based on the lowest level of input that is significant to the fair value measurement. For the periods presented, we had no transfers of assets or liabilities between levels within the fair value hierarchy. The timing of any such transfers would be determined at the end of each reporting period.

#### **Assets and Liabilities Measured at Fair Value on a Recurring Basis**

The following tables set forth, by level within the fair value hierarchy, our non-pension financial assets and liabilities that were measured at fair value on a recurring basis as of December 29, 2013, April 28, 2013 and April 29, 2012:

	Successor				(in millions)	
	December 29, 2013					
	Level 1	Level 2	Level 3	Total		
<b>Assets</b>						
Derivatives:						
Commodity contracts	\$ 0.2	\$ 4.9	\$ —	\$ 5.1		
Foreign exchange contracts	—	1.2	—	1.2		
Bond securities	19.8	—	—	19.8		
Insurance contracts	—	65.8	—	65.8		
Total	<u>\$ 20.0</u>	<u>\$ 71.9</u>	<u>\$ —</u>	<u>\$ 91.9</u>		

	Liabilities				
Derivatives:					
Commodity contracts	\$ 15.1	\$ 5.4	\$ —	\$ 20.5	
Foreign exchange contracts	—	0.2	—	0.2	
Total	<u>\$ 15.1</u>	<u>\$ 5.6</u>	<u>\$ —</u>	<u>\$ 20.7</u>	

	Predecessor								(in millions)	
	April 28, 2013				April 29, 2012					
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total		
<b>Assets</b>										
Derivatives:										
Commodity contracts	\$ 6.8	\$ —	\$ —	\$ 6.8	\$ 52.0	\$ 1.3	\$ —	\$ 53.3		
Foreign exchange contracts	—	0.8	—	0.8	—	4.3	—	4.3		
Open-ended mutual funds	6.4	—	—	6.4	12.2	—	—	12.2		
Insurance contracts	—	60.0	—	60.0	—	51.3	—	51.3		
Total	<u>\$ 13.2</u>	<u>\$ 60.8</u>	<u>\$ —</u>	<u>\$ 74.0</u>	<u>\$ 64.2</u>	<u>\$ 56.9</u>	<u>\$ —</u>	<u>\$ 121.1</u>		

	Liabilities								
Derivatives:									
Commodity contracts	\$ 30.5	\$ 37.1	\$ —	\$ 67.6	\$ —	\$ 8.6	\$ —	\$ 8.6	
Foreign exchange contracts	—	0.4	—	0.4	—	0.7	—	0.7	
Total	<u>\$ 30.5</u>	<u>\$ 37.5</u>	<u>\$ —</u>	<u>\$ 68.0</u>	<u>\$ —</u>	<u>\$ 9.3</u>	<u>\$ —</u>	<u>\$ 9.3</u>	

The following are descriptions of the valuation methodologies and key inputs used to measure financial assets and liabilities recorded at fair value on a recurring basis:

- *Derivatives*—Derivatives classified within Level 1 are valued using quoted market prices. In some cases where quoted market prices are not available, we value the derivatives using market based pricing models that utilize the net present value of estimated future cash flows to calculate fair value, in which case the measurements are classified within Level 2. These valuation models make use of market-based observable inputs, including exchange traded prices and rates, yield curves, credit curves, and measures of volatility.
- *Bond securities*—Bond securities are valued at quoted market prices and are classified within Level 1.
- *Open-ended mutual funds*—Open-ended mutual funds are valued at their net asset value (NAV), which approximates fair value, and classified as Level 1.
- *Insurance contracts*—Insurance contracts are valued at their cash surrender value using the daily asset unit value (AUV) which is based on the quoted market price of the underlying securities and classified within Level 2.

#### **Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis**

Certain assets and liabilities are measured at fair value on a nonrecurring basis after initial recognition; that is, the assets and liabilities are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances, for example, when there is evidence of impairment. We had no significant assets or liabilities that were measured and recorded at fair value on a nonrecurring basis during the Transition Period, except for the preliminary allocation of the total purchase consideration to the estimated fair values of our assets acquired and liabilities assumed by WH Group as part of the Merger. See Note 2—Merger and Acquisitions for further information on the Merger.

## Pension Plan Assets

The following table summarizes our pension plan assets measured at fair value on a recurring basis (at least annually) as of December 29, 2013, April 28, 2013 and April 29, 2012:

	Successor			
	December 29, 2013			
	Level 1	Level 2	Level 3	Total
	(in millions)			
Cash and cash equivalents	\$ 53.2	\$ —	\$ —	\$ 53.2
Equity securities:				
Preferred stock	—	—	—	—
U.S. common stock:				
Health care	28.2	—	—	28.2
Financial services	33.4	—	—	33.4
Retail and consumer products	40.0	—	—	40.0
Energy	15.0	—	—	15.0
Information technology	42.7	—	—	42.7
Manufacturing and industrials	20.5	—	—	20.5
Telecommunications	6.5	—	—	6.5
International common stock	139.3	—	—	139.3
Mutual funds:				
International	—	95.9	—	95.9
Domestic small cap	—	34.2	—	34.2
Fixed income:				
Mutual funds	—	18.1	—	18.1
Asset-backed securities	—	15.7	—	15.7
Emerging markets securities	—	23.5	—	23.5
Corporate debt securities	—	343.1	—	343.1
Government debt securities	—	112.0	—	112.0
Alternative investments:				
Diversified investment funds	—	55.8	—	55.8
Limited partnerships	—	—	37.8	37.8
Insurance contracts	—	—	1.1	1.1
Total fair value	\$ 378.8	\$ 698.3	\$ 38.9	1,116.0
Unsettled transactions, net				6.8
Total plan assets				\$ 1,122.8

	Predecessor							
	April 28, 2013				April 29, 2012			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
	(in millions)							
Cash and cash equivalents	\$ 40.0	\$ —	\$ —	\$ 40.0	\$ 22.4	\$ —	\$ —	\$ 22.4
Equity securities:								
Preferred stock	—	0.6	—	0.6	—	0.5	—	0.5
U.S. common stock:								
Health care	23.3	—	—	23.3	22.7	—	—	22.7
Financial services	25.1	—	—	25.1	21.8	—	—	21.8
Retail and consumer products	90.7	—	—	90.7	117.9	—	—	117.9
Energy	8.9	—	—	8.9	11.4	—	—	11.4
Information technology	22.0	—	—	22.0	30.8	—	—	30.8
Manufacturing and industrials	18.0	—	—	18.0	18.6	—	—	18.6
Telecommunications	6.7	—	—	6.7	9.5	—	—	9.5
International common stock	104.4	—	—	104.4	103.6	—	—	103.6
Mutual funds:								
International	—	82.8	—	82.8	—	30.1	—	30.1
Domestic small cap	—	23.2	—	23.2	—	19.8	—	19.8
Domestic large cap	—	2.2	—	2.2	—	2.5	—	2.5
Balanced	—	3.4	—	3.4	—	37.8	—	37.8
Fixed income:								
Mutual funds	—	26.0	—	26.0	—	11.3	—	11.3
Asset-backed securities	—	16.0	—	16.0	—	92.0	—	92.0
Emerging markets securities	—	16.2	—	16.2	—	—	—	—
Corporate debt securities	—	366.6	—	366.6	—	285.5	—	285.5
Government debt securities	—	130.8	—	130.8	—	106.4	—	106.4
Alternative investments:								
Diversified investment funds	—	51.2	—	51.2	—	—	—	—
Domestic options contracts	—	4.7	—	4.7	—	—	—	—
Futures contracts	—	1.2	—	1.2	—	—	—	—
Limited partnerships	—	—	40.1	40.1	—	—	75.0	75.0
Insurance contracts	—	—	1.2	1.2	—	—	1.6	1.6
Total fair value	<u>\$ 339.1</u>	<u>\$ 724.9</u>	<u>\$ 41.3</u>	<u>1,105.3</u>	<u>\$ 358.7</u>	<u>\$ 585.9</u>	<u>\$ 76.6</u>	<u>1,021.2</u>
Unsettled transactions, net				5.3				2.3
Total plan assets				<u>\$ 1,110.6</u>				<u>\$ 1,023.5</u>

The following are descriptions of the valuation methodologies and key inputs used to measure pension plan assets recorded at fair value:

- *Cash and cash equivalents*—Cash equivalents include highly liquid investments with original maturities of three months or less. Due to their short-term nature, the carrying amount of these instruments approximates the estimated fair value. Actively traded money market funds are measured at their NAV, which approximates fair value, and classified as Level 1. The fair value of certain money market funds for which quoted prices are available but traded less frequently have been classified as Level 2.
- *Equity securities*—When available, the fair value of equity securities are based on quoted prices in active markets and classified as Level 1. Level 1 financial instruments include highly liquid instruments with quoted prices, such as equities and mutual funds traded in active markets. If quoted prices are not available, fair values are obtained from pricing services, broker quotes or other model-based valuation techniques with observable inputs and classified as Level 2. The nature of these equity securities include securities for which quoted prices are available but traded less frequently, securities whose fair value has been derived using a model where inputs to the model are directly observable in the market, or can be derived principally from or corroborated by observable market data and securities that are valued using other financial instruments, the parameters of which can be directly observed. Level 2 equity securities include preferred stock and mutual funds not actively traded.
- *Fixed income*—The fair values of fixed income instruments are obtained from pricing services, broker quotes or other model-based valuation techniques with observable inputs and classified as Level 2. The nature of these fixed income instruments include instruments for which quoted prices are available but traded less frequently, instruments whose fair value has been derived using a model where inputs to the model are directly observable in the market, or can be derived principally from or corroborated by observable market data and securities that are valued using other financial instruments, the parameters of which can be directly observed. Level 2 fixed income instruments include mutual funds, asset-backed securities, corporate debt securities, emerging market securities and government debt securities.
- *Alternative Investments*—The fair values of alternative investments are obtained from pricing services, broker quotes or other model-based valuation techniques with observable inputs and classified as Level 2. The nature of these alternative investments include instruments for which quoted prices are available but traded less frequently, instruments whose fair value has been derived using a model where inputs to the model are directly observable in the market, or can be derived principally from or corroborated by observable market data and securities that are valued using other financial instruments, the parameters of which can be directly observed. Level 2 alternative investments include diversified investment funds, domestic options contracts and futures contracts.
- *Limited partnerships*—The valuation of limited partnership investments requires the use of significant unobservable inputs due to the absence of quoted market prices, inherent lack of liquidity and long-term nature of such assets and are classified as Level 3. These investments are initially valued at cost with quarterly valuations performed utilizing available market data to determine the fair value of these investments. Such market data consists primarily of the observations of trading multiples of public companies considered comparable to the investments with adjustments for investment-specific issues, the lack of liquidity and other items.
- *Insurance contracts*—The valuation of these guaranteed annuity insurance contracts is primarily based on quoted prices in active markets with adjustments for unobservable inputs caused by the unique nature of applying investment earnings as part of the participation guarantee. Due to these unobservable inputs and the long-term nature of these investments, the contracts are classified as Level 3.

The following table summarizes the changes in our Level 3 pension plan assets for the year-ended December 29, 2013, April 28, 2013 and April 29, 2012:

	Insurance Contracts	Limited Partnerships
	(in millions)	
Balance, May 1, 2011	\$ 1.8	\$ 33.6
Actual return on plan assets:		
Related to assets held at the reporting date	—	(2.7)
Related to assets sold during the period	—	1.6
Purchases, sales and settlements, net	<u>(0.2)</u>	42.5
Balance, April 29, 2012	1.6	75.0
Actual return on plan assets:		
Related to assets held at the reporting date	—	(10.9)
Related to assets sold during the period	—	2.4
Purchases, sales and settlements, net	<u>(0.4)</u>	(26.4)
Balance, April 28, 2013	1.2	40.1
Actual return on plan assets:		
Related to assets held at the reporting date	—	(10.4)
Related to assets sold during the period	—	4.0
Purchases, sales and settlements, net	<u>(0.1)</u>	4.1
Balance, December 29, 2013	<u>\$ 1.1</u>	<u>\$ 37.8</u>

#### Other Financial Instruments

We determine the fair value of public debt using Level 2 inputs based on quoted market prices. The carrying amount of all other debt approximates fair value as those instruments are based on variable interest rates. The following table presents the fair value and carrying value of long-term debt, including the current portion of long-term debt as of December 29, 2013, April 28, 2013 and April 29, 2012.

	Successor		Predecessor			
	December 29, 2013		April 28, 2013		April 29, 2012	
	Fair Value	Carrying Value	Fair Value	Carrying Value	Fair Value	Carrying Value
(in millions)						
Debt	\$ 3,120.2	\$ 3,020.1	\$ 2,732.9	\$ 2,479.1	\$ 2,176.5	\$ 1,937.3

The carrying amounts of cash and cash equivalents, accounts receivable, notes payable and accounts payable approximate their fair values because of the relatively short-term maturity of these instruments.

### NOTE 13: RELATED PARTY TRANSACTIONS

The following table presents amounts owed from and to related parties as of December 29, 2013, April 28, 2013 and April 29, 2012:

	Successor	Predecessor	
	December 29, 2013	April 28, 2013	April 29, 2012
(in millions)			
Current receivables from related parties	\$ 4.2	\$ 5.9	\$ 6.6
Long-term receivables from related parties	—	—	—
<b>Total receivables from related parties</b>	<b>\$ 4.2</b>	<b>\$ 5.9</b>	<b>\$ 6.6</b>
Current payables to related parties	\$ 0.4	\$ 9.0	\$ 7.1
Long-term payables to related parties	—	—	—
<b>Total payables to related parties</b>	<b>\$ 0.4</b>	<b>\$ 9.0</b>	<b>\$ 7.1</b>

Sales on the consolidated statement of income during the Successor Period includes \$10.2 million of sales from our Pork segment to other subsidiaries of WH Group.

One of our vice presidents of our Hog Production segment holds an ownership interests in JCT LLC (JCT). JCT owns certain farms that produce hogs under contract with the Hog Production segment. During the Transition Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, we paid \$1.4 million, \$6.2 million, \$7.9 million and \$7.8 million, respectively, to JCT for the production of hogs. During the Transition Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, we received \$0.2 million, \$2.6 million, \$3.1 million and \$3.3 million, respectively, from JCT for reimbursement of associated farm and other support costs.

Also, multiple other vice presidents of the Hog Production segment hold ownership interests in Seacoast, LLC, Advantage Farms, LLC, Old Oak Farms LLC and Pork Partners, Inc. These companies produce and raise hogs for us under contractual arrangements that are consistent with third party grower contracts. During the Transition Period, fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, we paid service fees of \$1.1 million, \$1.5 million, \$1.7 million and \$1.9 million, respectively, to these companies. In fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, we received \$0.2 million, \$0.4 million and \$0.5 million, respectively, from these companies for reimbursement of associated farm and other support costs. We received no amounts from these companies during the Transition Period for reimbursement of associated farm and other support costs.

Wendell, Murphy, a former director of the Company, and his immediate family members hold ownership interests in multiple farms that conduct business with us. These farms either produce hogs for us or produce and sell feed ingredients to us. In fiscal year ended April 28, 2013, fiscal year ended April 29, 2012 and fiscal year ended May 1, 2011, we paid \$51.6 million, \$52.2 million and \$70.4 million, respectively, to these entities for hogs, feed ingredients and reimbursement of associated farm and other support costs. As a result of the Merger, Mr. Murphy is no longer a director of the Company.

We believe that the terms of the foregoing arrangements were no less favorable to us than if entered into with unaffiliated companies.

#### **NOTE 14: REGULATION AND CONTINGENCIES**

Like other participants in the industry, we are subject to various laws and regulations administered by federal, state and other government entities, including the United States Environmental Protection Agency (EPA) and corresponding state agencies, as well as the United States Department of Agriculture, the Grain Inspection, Packers and Stockyard Administration, the United States Food and Drug Administration, the United States Occupational Safety and Health Administration, the Commodities and Futures Trading Commission and similar agencies in foreign countries.

We from time to time receive notices and inquiries from regulatory authorities and others asserting that we are not in compliance with such laws and regulations. In some instances, litigation ensues. In addition, individuals may initiate litigation against us.

#### **North Carolina Nuisance Litigation**

In July, August and September 2013, 25 complaints were filed in the Superior Court of Wake County, North Carolina by 479 individual plaintiffs against Smithfield and our wholly owned subsidiary, Murphy-Brown. The complaints relate to operations on approximately 11 company-owned and 79 contract farms. All 25 complaints include causes of action for temporary nuisance, negligence, and negligent entrustment and seek recovery of an unspecified amount of compensatory and punitive damages, attorneys' fees, costs and pre- and post-judgment interest. Smithfield and Murphy-Brown have filed Motions for Change of Venue, to Dismiss Plaintiffs' Negligent Entrustment Claim and for a More Definite Statement in all 25 cases.

All 25 complaints stem from requests for pre-litigation mediation of farm nuisance disputes filed in early July 2013 in Wake County, North Carolina. Plaintiffs' counsel have filed pre-litigation mediation notices on behalf of approximately 334 additional claimants who have not filed complaints. Approximately 224 additional potential claimants have threatened to bring claims but not initiated any formal legal process. The Company believes that the claims are unfounded and intends to defend the suits vigorously.

Our policy for establishing accruals and disclosures for contingent liabilities is contained in Note 1-Summary of Significant Accounting Policies. We established a reserve estimating our expenses to defend against these and similar potential claims on the Successor's opening balance sheet. Consequently, expenses and other liabilities associated with these claims for subsequent periods will not affect our profits or losses unless our reserve proves to be insufficient or excessive. However, legal expenses incurred in our and our subsidiaries' defense of these claims and any payments made to plaintiffs through unfavorable verdicts or otherwise will negatively impact our cash flows and our liquidity position. Given that this matter is in its very preliminary stages and given the inherent uncertainty of the outcome for these and similar potential claims, we cannot estimate the reasonably possible loss or range of loss for these loss contingencies outside the expenses we will incur to defend against these claims. We will continue to review whether an additional accrual is necessary and whether we have the ability to estimate the reasonably possible loss or range of loss for these matters.

#### **Fire Insurance Settlement**

In July 2009 (fiscal 2010), a fire occurred at the primary manufacturing facility of our subsidiary, Patrick Cudahy, Inc. (Patrick Cudahy), in Cudahy, Wisconsin. The fire damaged a portion of the facility's production space and required the temporary cessation of operations, but did not consume the entire facility. Shortly after the fire, we resumed production activities in undamaged portions of the plant, including the distribution center, and took steps to address the supply needs for Patrick Cudahy products by shifting production to other Company and third-party facilities.

We maintain comprehensive general liability and property insurance, including business interruption insurance. In December 2010 (fiscal 2011), we reached an agreement with our insurance carriers to settle the claim for a total of \$208.0 million, of which \$70.0 million had been advanced to us in fiscal 2010. We allocated these proceeds to first recover the book value of the property lost, out-of-pocket expenses incurred and business interruption losses that resulted from the fire. The remaining proceeds were recognized as an involuntary conversion gain of \$120.6 million in the Corporate segment in the third quarter of fiscal 2011. The involuntary conversion gain was classified in a separate line item on the consolidated statement of income. We also recognized \$15.8 million of the insurance proceeds in fiscal 2011 in cost of sales in our Pork segment to offset business interruption losses incurred.

Of the \$138.0 million in insurance proceeds received in fiscal 2011 to settle the claim, \$120.6 million was classified in net cash flows from investing activities in the consolidated statements of cash flows, which represents the portion of proceeds related to destruction of the facility. The remainder of the proceeds was recorded in net cash flows from operating activities in the consolidated statements of cash flows and was attributed to business interruption recoveries and reimbursable costs covered under our insurance policy.

#### **NOTE 15: REPORTABLE SEGMENTS**

Our operating segments are determined on the basis of how we internally report and evaluate financial information used to make operating decisions and assess performance. For external reporting purposes, we aggregate operating segments which have similar economic characteristics, products, production processes, types or classes of customers and distribution methods into reportable segments based on a combination of factors, including products produced and geographic areas of operations. Our reportable segments are: Pork, Hog Production, International, Other and Corporate, each of which is comprised of a number of subsidiaries, joint ventures and other investments. During all periods presented, our chief operating decision maker has been the President and Chief Executive Officer of the Company.

##### **Pork Segment**

The Pork segment consists mainly of our three wholly-owned U.S. fresh pork and packaged meats subsidiaries: Smithfield Packing, Farmland Foods, Inc. and John Morrell Food Group. The Pork segment produces a wide variety of fresh pork and packaged meats products in the U.S. and markets them nationwide and to numerous foreign markets, including China, Japan, Mexico, Russia and Canada. Fresh pork products include loins, butts, picnics and ribs, among others. Packaged meats products include smoked and boiled hams, bacon, sausage, hot dogs (pork, beef and chicken), deli and luncheon meats, specialty products such as pepperoni, dry meat products, and ready-to-eat, prepared foods such as pre-cooked entrees and pre-cooked bacon and sausage.

The following table shows the percentages of Pork segment revenues derived from packaged meats and fresh pork for the periods indicated.

	Successor  September 27 - December 29, 2013	Predecessor			
		Fiscal Year Ended			
		April 29 - September 26, 2013	April 28, 2013	April 29, 2012	May 1, 2011
Packaged meats	59%	53%	56%	54%	56%
Fresh pork <sup>(1)</sup>	41	47	44	46	44
	100%	100%	100%	100%	100%

<sup>(1)</sup> Includes by-products and rendering.

## Hog Production Segment

The Hog Production segment consists of our hog production operations located in the U.S. The Hog Production segment operates numerous facilities with approximately 894,000 sows producing about 16.2 million market hogs annually. The Hog Production segment produces approximately 53% of the Pork segment's live hog requirements. We own certain genetic lines of specialized breeding stock which are marketed using the name Smithfield Premium Genetics (SPG).

The following table shows the percentages of Hog Production segment revenues derived from hogs sold internally and externally, and other products for the periods indicated.

	Successor September 27 - December 29, 2013	Predecessor			
		Fiscal Year Ended			
		April 29 - September 26, 2013	April 28, 2013	April 29, 2012	May 1, 2011
Internal hog sales	81%	80%	76%	80%	78%
External hog sales	13	13	14	17	19
Other products <sup>(1)</sup>	6	7	10	3	3
	100%	100%	100%	100%	100%

<sup>(1)</sup> Consists primarily of grains, feed and gains (losses) on derivatives.

## International Segment

The International segment includes our meat processing and distribution operations in Poland, Romania and the United Kingdom, our interests in meat processing operations, mainly in Western Europe and Mexico, our hog production operations located in Poland and Romania and our interests in hog production operations in Mexico. Our international meat processing operations produce a wide variety of fresh pork, beef, poultry and packaged meats products, including cooked hams, sausages, hot dogs, bacon and canned meats.

The following table shows the percentages of International segment revenues derived from packaged meats, fresh meats and hog production for the periods indicated.

	Successor September 27 - December 29, 2013	Predecessor			
		Fiscal Year Ended			
		April 29 - September 26, 2013	April 28, 2013	April 29, 2012	May 1, 2011
Packaged meats	42%	46%	49%	46%	47%
Fresh meats <sup>(1)</sup>	57	53	50	53	53
Hog production <sup>(2)</sup>	1	1	1	1	—
	100%	100%	100%	100%	100%

<sup>(1)</sup> Includes feathers, by-products and rendering.

<sup>(2)</sup> Includes external hog sales and feed.

## Other Segment

The Other segment, contains the results of our former turkey production operations and our previous 49% interest in Butterball, LLC (Butterball), which were sold in December 2010.

## Corporate Segment

The Corporate segment provides management and administrative services to support our other segments.

## Segment Results

The following tables present information about the results of operations and the assets of our reportable segments for the periods presented. The information contains certain allocations of expenses that we deem reasonable and appropriate for the evaluation of results of operations. We do not allocate income taxes to segments. Segment assets exclude intersegment account balances as we believe their inclusion would be misleading or not meaningful. We believe all intersegment sales are at prices that approximate market.

	Successor September 27 - December 29, 2013	Predecessor April 29 - September 26, 2013		
	(in millions)			
<b>Segment Profit Information</b>				
<i>Sales:</i>				
Segment sales—				
Pork	\$ 3,316.2	\$ 4,782.0		
Hog Production	889.2	1,439.1		
International	428.2	643.6		
Total segment sales	<u>4,633.6</u>	6,864.7		
Intersegment sales—				
Pork	(12.2)	(19.0)		
Hog Production	(716.8)	(1,150.3)		
International	(10.4)	(15.9)		
Total intersegment sales	<u>(739.4)</u>	(1,185.2)		
Consolidated sales	<u>\$ 3,894.2</u>	<u>\$ 5,679.5</u>		
<i>Depreciation and amortization:</i>				
Pork	\$ 36.3	\$ 60.3		
Hog Production	10.8	28.1		
International	7.7	16.8		
Corporate	0.6	1.3		
Consolidated depreciation and amortization	<u>\$ 55.4</u>	<u>\$ 106.5</u>		
<i>Interest expense (income):</i>				
Pork	\$ (0.3)	\$ (0.7)		
Hog Production	53.3	83.8		
International	6.0	11.1		
Corporate	—	(29.6)		
Consolidated interest expense	<u>\$ 59.0</u>	<u>\$ 64.6</u>		
<i>Loss (income) from equity method investments</i>				
Pork	\$ 0.2	\$ (1.5)		
Hog Production	(0.1)	(0.1)		
International	2.5	2.1		
Consolidated loss from equity method investments	<u>\$ 2.6</u>	<u>\$ 0.5</u>		
<i>Operating profit (loss):</i>				
Pork	\$ 177.7	\$ 98.5		
Hog Production	(40.6)	81.4		
International	25.4	15.9		
Corporate	(51.3)	(66.6)		
Consolidated operating profit	<u>\$ 111.2</u>	<u>\$ 129.2</u>		

	Predecessor		
	Fiscal Year Ended		
	April 28, 2013	April 29, 2012	May 1, 2011
(in millions)			

### Segment Profit Information

*Sales:*

Segment sales—				
Pork	\$ 11,076.1	\$ 11,093.0	\$ 10,263.9	
Hog Production	3,135.1	3,052.6	2,705.1	
International	1,468.5	1,466.7	1,340.7	
Other	—	—	74.7	
Total segment sales	<u>15,679.7</u>	<u>15,612.3</u>	<u>14,384.4</u>	
Intersegment sales—				
Pork	(41.4)	(37.1)	(30.5)	
Hog Production	(2,380.1)	(2,444.6)	(2,113.0)	
International	(37.1)	(36.3)	(38.2)	
Total intersegment sales	<u>(2,458.6)</u>	<u>(2,518.0)</u>	<u>(2,181.7)</u>	
Consolidated sales	<u>\$ 13,221.1</u>	<u>\$ 13,094.3</u>	<u>\$ 12,202.7</u>	

*Depreciation and amortization:*

Pork	\$ 136.1	\$ 127.8	\$ 125.5	
Hog Production	63.8	71.9	65.7	
International	35.8	39.9	38.1	
Other	—	—	0.1	
Corporate	4.2	3.2	2.5	
Consolidated depreciation and amortization	<u>\$ 239.9</u>	<u>\$ 242.8</u>	<u>\$ 231.9</u>	

*Interest expense (income):*

Pork	\$ (5.5)	\$ 28.7	\$ 42.4	
Hog Production	167.0	131.8	124.5	
International	28.2	29.8	28.2	
Other	—	—	4.2	
Corporate	(21.0)	(13.6)	46.1	
Consolidated interest expense	<u>\$ 168.7</u>	<u>\$ 176.7</u>	<u>\$ 245.4</u>	

*(Income) loss from equity method investments*

Pork	\$ (1.5)	\$ (2.7)	\$ (2.0)	
Hog Production	0.1	0.3	(0.4)	
International	(13.6)	12.3	(46.5)	
Other	—	—	(1.2)	
Consolidated (income) loss from equity method investments	<u>\$ (15.0)</u>	<u>\$ 9.9</u>	<u>\$ (50.1)</u>	

*Operating profit (loss):*

Pork	\$ 631.6	\$ 623.7	\$ 753.4	
Hog Production	(119.1)	166.1	224.4	
International	108.2	42.8	115.9	
Other	—	—	(2.4)	
Corporate	(101.4)	(110.0)	3.7	
Consolidated operating profit	<u>\$ 519.3</u>	<u>\$ 722.6</u>	<u>\$ 1,095.0</u>	

**Segment Asset Information**

	Successor	Predecessor		
	December 29, 2013	April 28, 2013	April 29, 2012	May 1, 2011
(in millions)				
<i>Total assets:</i>				
Pork	\$ 2,242.8	\$ 2,291.3	\$ 2,245.6	\$ 2,620.2
Hog Production	2,132.6	2,299.2	2,145.4	2,074.2
International	1,639.7	1,703.1	1,651.4	1,902.3
Corporate	2,317.2	1,422.8	1,379.8	1,015.1
Unallocated goodwill <sup>(1)</sup>	1,622.5	—	—	—
Consolidated total assets	<u>\$ 9,954.8</u>	<u>\$ 7,716.4</u>	<u>\$ 7,422.2</u>	<u>\$ 7,611.8</u>
<i>Investments:</i>				
Pork	\$ 19.7	\$ 18.9	\$ 18.6	\$ 17.4
Hog Production	3.3	3.1	2.6	2.7
International	473.3	510.2	501.2	562.1
Corporate	0.2	0.2	0.2	0.3
Consolidated investments	<u>\$ 496.5</u>	<u>\$ 532.4</u>	<u>\$ 522.6</u>	<u>\$ 582.5</u>

	Successor	Predecessor		
	September 27 - December 29, 2013	Fiscal Year Ended		
		April 29 - September 26, 2013	April 28, 2013	April 29, 2012
(in millions)				
<i>Capital expenditures:</i>				
Pork	\$ 27.1	\$ 80.0	\$ 156.9	\$ 143.5
Hog Production	37.4	51.6	90.0	89.4
International	5.3	7.6	24.8	26.5
Corporate	0.1	0.6	6.3	31.3
Consolidated capital expenditures	<u>\$ 69.9</u>	<u>\$ 139.8</u>	<u>\$ 278.0</u>	<u>\$ 290.7</u>

<sup>(1)</sup> As noted in Note 2—Merger and Acquisitions, goodwill recognized as a result of the Merger has not been allocated to our reportable segments as of December 29, 2013.

As noted in the table above, goodwill is unallocated as of December 29, 2013 as a result of the Merger. With the exception of the events noted in Note 2—Merger and Acquisitions and the effect of foreign currency translation during the Predecessor Period, there have been no changes to goodwill during the Transition Period. The following table shows the change in the carrying amount of goodwill by reportable segment for the periods noted:

Predecessor	Pork	International	Hog Production	Total
	(in millions)			
Balance, May 1, 2011	\$ 216.1	\$ 157.2	\$ 420.0	\$ 793.3
Other goodwill adjustments <sup>(1)</sup>	(0.4)	(24.7)	—	(25.1)
Balance, April 29, 2012	215.7	132.5	420.0	768.2
Acquisition <sup>(2)</sup>	16.4	—	—	16.4
Other goodwill adjustments <sup>(1)</sup>	(0.3)	(1.9)	—	(2.2)
Balance, April 28, 2013	<u>\$ 231.8</u>	<u>\$ 130.6</u>	<u>\$ 420.0</u>	<u>\$ 782.4</u>

<sup>(1)</sup> Other goodwill adjustments primarily include the effects of foreign currency translation.

<sup>(2)</sup> See Note 2—Merger and Acquisitions for discussion of acquisition.

The following table presents our consolidated sales attributed to operations by geographic area for the Successor Period, the Predecessor Period and for the fiscal years ended April 28, 2013, April 29, 2012 and May 1, 2011:

Sales:	Successor	Predecessor		
	September 27 - December 29, 2013	Fiscal Year Ended		
		April 29 - September 26, 2013	April 28, 2013	April 29, 2012
(in millions)				
<i>Sales:</i>				
U.S.	\$ 3,476.4	\$ 5,051.8	\$ 11,789.7	\$ 11,663.9
International	417.8	627.7	1,431.4	1,430.4
Total sales	<u>\$ 3,894.2</u>	<u>\$ 5,679.5</u>	<u>\$ 13,221.1</u>	<u>\$ 13,094.3</u>
(in millions)				

The following table presents our long-lived assets attributed to operations by geographic area as of December 29, 2013, April 28, 2013, April 29, 2012 and May 1, 2011:

Long-lived assets:	Successor	Predecessor		
	December 29, 2013	April 28, 2013	April 29, 2012	May 1, 2011
		(in millions)		
U.S.	\$ 5,397.6	\$ 3,032.9	\$ 2,969.1	\$ 2,905.7
International	1,053.1	1,131.7	1,154.1	1,368.2
Total long-lived assets	<u>\$ 6,450.7</u>	<u>\$ 4,164.6</u>	<u>\$ 4,123.2</u>	<u>\$ 4,273.9</u>

**NOTE 16: SUPPLEMENTAL CASH FLOW INFORMATION**

	Successor September 27 - December 29, 2013	Predecessor		
		April 29 - September 26, 2013	April 28, 2013	April 29, 2012
(in millions)				
<i>Supplemental disclosures of cash flow information:</i>				
Interest paid, including capitalized interest	\$ (10.9)	\$ (76.4)	\$ (147.9)	\$ (149.6)
Income taxes (paid) refunded, net	(0.1)	43.8	(3.7)	(225.7)
				34.8

**NOTE 17: QUARTERLY RESULTS OF OPERATIONS (UNAUDITED)**

	First	Second	Third	Fourth	Fiscal Year	
					(in millions, except per share data)	
<b>Fiscal 2013</b>						
Sales	\$ 3,091.3	\$ 3,225.8	\$ 3,583.3	\$ 3,320.7	\$ 13,221.1	
Gross profit	332.2	377.3	328.8	281.4	1,319.7	
Operating profit	131.8	178.3	136.3	72.9	519.3	
Net income	61.7	10.9	81.5	29.7	183.8	
<i>Net income per share:<sup>(1)</sup></i>						
Basic	\$ .40	\$ .07	\$ .58	\$ .21	\$ 1.26	
Diluted	\$ .40	\$ .07	\$ .58	\$ .21	\$ 1.26	
<b>Fiscal 2012</b>						
Sales	\$ 3,094.2	\$ 3,312.6	\$ 3,478.3	\$ 3,209.2	\$ 13,094.3	
Gross profit	407.1	419.6	379.8	342.9	1,549.4	
Operating profit	173.2	224.7	170.5	154.2	722.6	
Net income	82.1	120.7	79.0	79.5	361.3	
<i>Net income per share:<sup>(1)</sup></i>						
Basic	\$ .50	\$ .74	\$ .49	\$ .50	\$ 2.23	
Diluted	\$ .49	\$ .74	\$ .49	\$ .49	\$ 2.21	

<sup>(1)</sup> Per common share amounts for the quarters and full years have each been calculated separately. Accordingly, quarterly amounts may not add to the annual amounts because of differences in the weighted average common shares outstanding during each period.

The following significant infrequent or unusual items impacted our quarterly results in fiscal year ended April 28, 2013 and fiscal year ended April 29, 2012:

**Fiscal 2013**

- Net income in the second quarter included loss on debt extinguishment of \$120.7 million.

## **Fiscal 2012**

- Net income in the first, second and third quarters included losses on debt extinguishment of \$1.2 million, \$6.4 million and \$4.6 million, respectively.
- Operating profit in the first and fourth quarters included charges of \$39.0 million and a net benefit of \$16.8 million, respectively, related to the Missouri litigation.
- Gross profit in the first, second and third quarters included accelerated depreciation charges associated with the idling of certain Missouri hog farm assets of \$4.3 million, \$3.2 million, and \$0.7 million, respectively.
- Operating profit in the second, third and fourth quarters included charges associated with the planned closure of our Portsmouth facility of \$1.8 million, \$1.7 million, and \$1.2 million, respectively.
- Operating profit in the first and second quarters included professional fees related to the potential acquisition of a controlling interest in CFG of \$5.7 million and \$0.7 million, respectively. In June 2011, we terminated negotiations to purchase the additional interest.
- Operating profit in the third quarter included our share of charges related to the CFG Consolidation Plan of \$38.7 million.

**SMITHFIELD FOODS, INC. AND SUBSIDIARIES**  
**VALUATION AND QUALIFYING ACCOUNTS**  
(in millions)

<b>Column A</b>		<b>Column B</b>	<b>Column C Additions</b>			<b>Column D</b>		<b>Column E</b>
			Balance at Beginning of Period	Charged to costs and expenses	Charged to other accounts (1)			
<b>Description</b>								
Reserve for uncollectible accounts receivable:								
September 27 - December 29, 2013	Successor	\$ —	\$ 3.8	\$ 0.1	\$ (0.7)	\$ 3.2		
April 29 - September 26, 2013	Predecessor	14.6	1.7	—	(1.2)	15.1		
Fiscal year ended April 28, 2013	Predecessor	16.0	2.7	(0.3)	(3.8)	14.6		
Fiscal year ended April 29, 2012	Predecessor	17.6	2.4	(2.5)	(1.5)	16.0		
Fiscal year ended May 1, 2011	Predecessor	19.0	3.7	(1.2)	(3.9)	17.6		
Lower of cost or market allowance:								
September 27 - December 29, 2013	Successor	\$ —	\$ 11.2	\$ —	\$ (1.0)	\$ 10.2		
April 29 - September 26, 2013	Predecessor	17.1	4.3	0.3	(3.8)	17.9		
Fiscal year ended April 28, 2013	Predecessor	15.5	5.4	(0.1)	(3.7)	17.1		
Fiscal year ended April 29, 2012	Predecessor	14.8	3.2	(0.6)	(1.9)	15.5		
Fiscal year ended May 1, 2011	Predecessor	17.4	1.9	0.1	(4.6)	14.8		
Deferred tax valuation allowance:								
September 27 - December 29, 2013	Successor	\$ 37.7	\$ 1.2	\$ 14.6	\$ (11.2)	\$ 42.3		
April 29 - September 26, 2013	Predecessor	43.5	1.3	0.5	(7.6)	37.7		
Fiscal year ended April 28, 2013	Predecessor	54.6	7.2	(0.4)	(17.9)	43.5		
Fiscal year ended April 29, 2012	Predecessor	66.8	7.8	(7.4)	(12.6)	54.6		
Fiscal year ended May 1, 2011	Predecessor	91.5	1.4	4.7	(30.8)	66.8		

(1) Activity primarily includes the reserves recorded in connection with the creation of the opening balance sheets of entities acquired and currency translation adjustments.

**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

**ITEM 9A. CONTROLS AND PROCEDURES**

**EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES**

An evaluation was performed under the supervision and with the participation of management, including the Chief Executive Officer (CEO) and the Chief Financial Officer (CFO), regarding the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended) as of December 29, 2013. Based on that evaluation, management, including the CEO and CFO, has concluded that our disclosure controls and procedures were effective as of December 29, 2013.

**MANAGEMENT'S ANNUAL REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING**

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) of the Securities Exchange Act of 1934. Our internal control system was designed to provide reasonable assurance to management and the board of directors regarding the preparation and fair presentation of published financial statements. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate.

Management conducted an evaluation of the effectiveness of our internal control over financial reporting as of December 29, 2013. In making this assessment, we used criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control-Integrated Framework (1992 framework). Based on this evaluation under the framework in Internal Control – Integrated Framework issued by COSO, management concluded that our internal control over financial reporting was effective as of December 29, 2013.

**CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING**

In the two months ended December 29, 2013, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION**

Not applicable.

### **PART III**

#### **ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

Information required by this Item regarding our executive officers is included in Part I of this Transition Report on Form 10-K.

The information required by this Item will be contained in a Form 10-KT/A to be filed with the SEC, which is expected to be filed not later than 120 days after the end of our transition period ended December 29, 2013.

#### **ITEM 11. EXECUTIVE COMPENSATION**

The information required by this Item will be contained in a Form 10-KT/A to be filed with the SEC, which is expected to be filed not later than 120 days after the end of our transition period ended December 29, 2013.

#### **ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The information required by this Item will be contained in a Form 10-KT/A to be filed with the SEC, which is expected to be filed not later than 120 days after the end of our transition period ended December 29, 2013.

#### **ITEM 13. CERTAIN RELATIONSHIPS, RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE**

The information required by this Item will be contained in a Form 10-KT/A to be filed with the SEC, which is expected to be filed not later than 120 days after the end of our transition period ended December 29, 2013.

#### **ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

The information required by this Item will be contained in a Form 10-KT/A to be filed with the SEC, which is expected to be filed not later than 120 days after the end of our transition period ended December 29, 2013.

## **PART IV**

### **ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

The following documents are filed as part of this report:

#### **1. Financial Statements:**

- Consolidated Statements of Income - September 27, 2013 to December 29, 2013 (Successor); April 29, 2013 to September 26, 2013 (Predecessor) and for the Fiscal Years Ended 2013, 2012 and 2011 (Predecessor)
- Consolidated Statements of Comprehensive Income - September 27, 2013 to December 29, 2013 (Successor); April 29, 2013 to September 26, 2013 (Predecessor) and for the Fiscal Years Ended 2013, 2012 and 2011 (Predecessor)
- Consolidated Balance Sheets as of December 29, 2013 (Successor), April 28, 2013 (Predecessor) and April 29, 2012 (Predecessor)
- Consolidated Statements of Cash Flows - September 27, 2013 to December 29, 2013 (Successor); April 29, 2013 to September 26, 2013 (Predecessor) and for the Fiscal Years Ended 2013, 2012 and 2011 (Predecessor)
- Consolidated Statements of Shareholders' Equity - September 27, 2013 to December 29, 2013 (Successor); April 29, 2013 to September 26, 2013 (Predecessor) and for the Fiscal Years Ended 2013, 2012 and 2011 (Predecessor)
- Report of Independent Registered Public Accounting Firms on Consolidated Financial Statements

#### **2. Financial Statement Schedule – Schedule II—Valuation and Qualifying Accounts**

Certain financial statement schedules are omitted because they are not applicable or the required information is included herein or is shown in the consolidated financial statements or related notes filed as part of this report.

### 3. Exhibits

- Exhibit 2.1
- Agreement and Plan of Merger, dated as of May 28, 2013, by and among Shuanghui International Holdings Limited, Sun Merger Sub, Inc. and the Company (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on May 29, 2013).
- Exhibit 3.1
- Amended and Restated Articles of Incorporation of Smithfield Foods, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on September 26, 2013).
- Exhibit 3.2
- Amended and Restated Bylaws of Smithfield Foods, Inc. (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed with the SEC on September 26, 2013).
- Exhibit 4.1(a)
- Indenture-Senior Debt Securities, dated June 1, 2007, between the Company and U.S. Bank National Association as trustee (incorporated by reference to Exhibit 4.10(a) to the Company's Annual Report on Form 10-K filed with the SEC on June 28, 2007).
- Exhibit 4.1(b)
- First Supplemental Indenture to the Indenture-Senior Debt Securities between the Company and U.S. Bank National Association, as trustee, dated as of June 22, 2007 regarding the issuance by the Company of the 2007 7.750% Senior Notes due 2017 (incorporated by reference to Exhibit 4.10(b) to the Company's Annual Report on Form 10-K filed with the SEC on June 28, 2007).
- Exhibit 4.1(c)
- Amendment No. 1 to First Supplemental Indenture, dated as of July 8, 2013, between the Company and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Quarterly Report on Form 10-Q filed with the SEC on September 6, 2013).
- Exhibit 4.1(d)
- Second Supplemental Indenture to the Indenture-Senior Debt Securities between the Company and U.S. Bank National Association, as trustee, dated as of July 8, 2008 regarding the issuance by the Company of the 2008 4.00% Convertible Senior Notes due 2013 (incorporated by reference to Exhibit 4.8 to the Company's Quarterly Report on Form 10-Q filed with the SEC on September 5, 2008).
- Exhibit 4.1(e)
- Third Supplemental Indenture to the Indenture-Senior Debt Securities between the Company and U.S. Bank National Association, as trustee, dated as of August 1, 2012 regarding the issuance by the Company of the 2012 6.625% Senior Notes due 2022 (incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K filed with the SEC on August 1, 2012).
- Exhibit 4.1(f)
- Form of 6.625% Senior Note Due 2022 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the SEC on August 1, 2012).
- Exhibit 4.2(a)
- Indenture, dated as of July 31, 2013, between Sun Merger Sub, Inc. (which merged with and into Smithfield Foods, Inc.) and U.S. Bank National Association (relating to the issuance of \$500,000,000 5.250% Senior Notes due 2018 (the "2018 Notes")) (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on September 26, 2013).
- Exhibit 4.2(b)
- First Supplemental Indenture, dated as of September 26, 2013, between Smithfield Foods, Inc. and U.S. Bank National Association (relating to the 2018 Notes) (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the SEC on September 26, 2013).
- Exhibit 4.3(a)
- Indenture, dated as of July 31, 2013, between Sun Merger Sub, Inc. (which merged with and into Smithfield Foods, Inc.) and U.S. Bank National Association (relating to the issuance of \$400,000,000 5.875% Senior Notes due 2021 (the "2021 Notes")) (incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K filed with the SEC on September 26, 2013).
- Exhibit 4.3(b)
- First Supplemental Indenture, dated as of September 26, 2013, between Smithfield Foods, Inc. and U.S. Bank National Association (relating to the 2021 Notes) (incorporated by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K filed with the SEC on September 26, 2013).
- Registrant hereby agrees to furnish the SEC, upon request, other instruments defining the rights of holders of long-term debt of the Registrant.
- Exhibit 10.1\*\*
- Certain Compensation for Named Executive Officers for fiscal 2014 (incorporated by reference to Exhibit 10.9 to the Company's Quarterly Report on Form 10-Q filed with the SEC on September 6, 2013).

- Exhibit 10.2(a)\*\* — Smithfield Foods, Inc. Change in Control Executive Severance Plan (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed with the SEC on September 8, 2010).
- Exhibit 10.2(b)\*\* — Amendment No. 1 to Smithfield Foods, Inc. Change in Control Executive Severance Plan, dated May 28, 2013 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on June 4, 2013).
- Exhibit 10.3(a) — Amended and Restated Term Loan Agreement, dated as of August 31, 2012, among the Company, certain subsidiaries of the Company that may from time to time be party thereto, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent, and the lenders party thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on September 6, 2012).
- Exhibit 10.3(b) — First Amendment to Amended and Restated Term Loan Agreement, dated as of January 31, 2013, among the Company, and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as the Lender and the Administrative Agent (incorporated by reference to Exhibit 10.8(b) to the Company's Annual Report on Form 10-K filed with the SEC on June 18, 2013).
- Exhibit 10.3(c) — Consent Letter of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent and sole Lender, dated July 12, 2013, related to the Amended and Restated Term Loan Agreement, dated as of August 31, 2012 (as amended by that certain First Amendment to Amended and Restated Term Loan Agreement dated as of January 31, 2013), among the Company, certain subsidiaries of the Company that may from time to time be party thereto, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent, and the lenders party thereto (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on July 15, 2013).
- Exhibit 10.3(d)\* — Second Amendment to Amended and Restated Term Loan Agreement, dated as of January 16, 2014, among the Company, and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as the Lender and the Administrative Agent.
- Exhibit 10.4(a) — Amended and Restated Intercreditor Agreement, dated as June 9, 2011, among Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank Nederland", New York Branch, as administrative agent for the ABL Parties, U.S. Bank National Association, as collateral agent for the Term Debt Secured Parties, Smithfield Receivables Funding LLC, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank Nederland", New York Branch, as Administrative Agent under the Credit and Security Agreement and each of the Loan Parties party thereto (incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K filed with the SEC on June 18, 2012).
- Exhibit 10.4(b) — First Amendment to Amended and Restated Intercreditor Agreement, dated as of January 31, 2013, among Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank Nederland", New York Branch, as administrative agent for the ABL Parties, Smithfield Receivables Funding LLC, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank Nederland", New York Branch, as Administrative Agent under the Credit and Security Agreement and each of the Loan Parties party thereto (incorporated by reference to Exhibit 10.10(b) to the Company's Annual Report on Form 10-K filed with the SEC on June 18, 2013).
- Exhibit 10.5(a) — Second Amended and Restated Credit Agreement, dated as of June 9, 2011, among the Company, the subsidiaries of the Company party thereto, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent, the lenders party thereto, and the other agents and arrangers party thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on June 16, 2011).
- Exhibit 10.5(b) — First Amendment to Second Amended and Restated Credit Agreement, dated as of January 31, 2013, among the Company, the subsidiaries of the Company party thereto, the banks and other lending institutions party thereto and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent (incorporated by reference to Exhibit 10.11(b) to the Company's Annual Report on Form 10-K filed with the SEC on June 18, 2013).
- Exhibit 10.5(c) — Second Amended and Restated Pledge and Security Agreement, dated as of June 9, 2011, among the Company, the subsidiaries of the Company party thereto and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on June 16, 2011).

- Exhibit 10.5(d) — Increased Commitment Supplement, dated January 31, 2013, among the Company, certain lenders party thereto and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., “Rabobank Nederland”, New York Branch, as Administrative Agent, relating to the Company’s Second Amended and Restated Credit Agreement, dated June 9, 2011 (incorporated by reference to Exhibit 10.1 to the Company’s Quarterly Report on Form 10-Q filed with the SEC on March 8, 2013).
- Exhibit 10.5(e) — Consent and Second Amendment to Second Amended and Restated Credit Agreement, dated as of July 12, 2013, among the Company, the subsidiaries of the Company party thereto, the banks and other lending institutions party thereto and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., “Rabobank Nederland”, New York Branch, as Administrative Agent (incorporated by reference to Exhibit 10.3 to the Company’s Current Report on Form 8-K filed with the SEC on July 15, 2013).
- Exhibit 10.5(f)\* — Consent and Third Amendment to Second Amended and Restated Credit Agreement, dated as of January 16, 2014, among the Company, the subsidiaries of the Company party thereto, the banks and other lending institutions party thereto and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., “Rabobank Nederland”, New York Branch, as Administrative Agent.
- Exhibit 10.6(a) — Amended and Restated Receivables Sale Agreement, dated as of January 31, 2013, among the Company, SFFC, Inc., Farmland Foods, Inc., The Smithfield Packing Company, Incorporated, , Premium Pet Health, LLC, Patrick Cudahy, LLC, John Morrell & Co., Smithfield Global Products, Inc., Armour-Eckrich Meats LLC, Smithfield of Canada, Ltd. And Smithfield Receivables Funding LLC (incorporated by reference to Exhibit 10.12(a) to the Company’s Annual Report on Form 10-K filed with the SEC on June 18, 2013).
- Exhibit 10.6(b) — Amendment No. 1 to Amended and Restated Receivables Sales Agreement, dated as of March 20, 2013, among the Company, SFFC, Inc., Farmland Foods, Inc., Smithfield of Canada, Ltd., The Smithfield Packing Company, Incorporated, Premium Pet Health, LLC, Patrick Cudahy, LLC, John Morrell & Co., Smithfield Global Products, Inc., Armour-Eckrich Meats, LLC and Smithfield Receivables Funding LLC (incorporated by reference to Exhibit 10.12(b) to the Company’s Annual Report on Form 10-K filed with the SEC on June 18, 2013).
- Exhibit 10.6(c) — Amendment No. 2 to Amended and Restated Receivables Sales Agreement, dated as of May 31, 2013, among the Company, SFFC, Inc., Farmland Foods, Inc., Smithfield of Canada, Ltd., The Smithfield Packing Company, Incorporated, Premium Pet Health, LLC, Patrick Cudahy, LLC, John Morrell & Co., Smithfield Global Products, Inc., Armour-Eckrich Meats LLC, Smithfield Specialty Foods Group, LLC, American Skin Food Group, LLC and Smithfield Receivables Funding LLC (incorporated by reference to Exhibit 10.12© to the Company’s Annual Report on Form 10-K filed with the SEC on June 18, 2013).
- Exhibit 10.6(d) — Waiver No. 1 to Amended and Restated Receivables Sale Agreement and Amended and Restated Credit and Security Agreement, dated as of July 12, 2013, by and among the Company, SFFC, Inc., Farmland Foods, Inc., Smithfield of Canada, Ltd., The Smithfield Packing Company, Incorporated, Premium Pet Health, LLC, Patrick Cudahy, LLC, John Morrell & Co., Smithfield Global Products, Inc., Armour-Eckrich Meats LLC, Smithfield Specialty Foods Group, LLC, American Skin Food Group, LLC, Smithfield Receivables Funding LLC, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., “Rabobank Nederland”, New York Branch, as Administrative Agent, Letter of Credit Issuer and a Committed Lender, and Nieuw Amsterdam Receivables Corporation, as a Conduit (incorporated by reference to Exhibit 10.1 to the Company’s Current Report on Form 8-K filed with the SEC on July 15, 2013).
- Exhibit 10.6(e)\* — Excluded Receivables Release, dated as of February 19, 2014, by and among the Company, SFFC, Inc., and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., “Rabobank Nederland”, New York Branch, as Administrative Agent.
- Exhibit 10.7(a) — Amended and Restated Credit and Security Agreement, dated as of January 31, 2013, among Smithfield Receivables Funding LLC, the Company, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., “Rabobank Nederland”, New York Branch, as the Administrative Agent and Letter of Credit Issuer, and the Lenders and Co-Agents from time to time party thereto (incorporated by reference to Exhibit 10.13(a) to the Company’s Annual Report on Form 10-K filed with the SEC on June 18, 2013).
- Exhibit 10.7(b) — Amendment No. 1 to Amended and Restated Credit and Security Agreement, dated as of May 31, 2013, among Smithfield Receivables Funding LLC, the Company, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., “Rabobank Nederland”, New York Branch, as the Administrative Agent and Letter of Credit Issuer, and the Lenders and Co-Agents from time to time party to the Amended and Restated Credit and Security Agreement (incorporated by reference to Exhibit 10.13(b) to the Company’s Annual Report on Form 10-K filed with the SEC on June 18, 2013).

- Exhibit 10.8 — Escrow Agreement, dated as of May 28, 2013, by and among Shuanghui International Holdings Limited, Rotary Vortex Limited, Smithfield Foods, Inc. and Bank of China, New York Branch (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on May 29, 2013).
- Exhibit 10.10\* — Smithfield Foods, Inc. Retention Bonus Plan, dated as of September 26, 2013.
- Exhibit 10.11(a)\* — Noncompete, Nonsolicitation and Nondisclosure Agreement by and between Smithfield Foods, Inc. and C. Larry Pope, dated as of September 25, 2013.
- Exhibit 10.11(b)\* — Noncompete, Nonsolicitation and Nondisclosure Agreement by and between Smithfield Foods, Inc. and Robert W. Manly IV, dated as of September 25, 2013.
- Exhibit 10.11(c)\* — Noncompete, Nonsolicitation and Nondisclosure Agreement by and between Smithfield Foods, Inc. and Dennis H. Treacy, dated as of September 25, 2013.
- Exhibit 10.9 — Letter of Credit Agreement, dated as of July 12, 2013, among the Company and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Issuer (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed with the SEC on July 15, 2013).
- Exhibit 16.1 — Letter addressed to the Securities and Exchange Commission from Ernst & Young LLP, dated October 2, 2013 (incorporated by reference to Exhibit 16.1 to the Company's Current Report on Form 8-K filed with the SEC on October 2, 2013).
- Exhibit 21\* — Subsidiaries of the Company
- Exhibit 31.1\* — Certification of C. Larry Pope, President and Chief Executive Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- Exhibit 31.2\* — Certification of Kenneth M. Sullivan, Chief Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- Exhibit 101\* — The following financial statements from Smithfield Foods, Inc.'s Annual Report on Form 10-KT for the Transition Period ended December 29, 2013, formatted in XBRL: (i) Consolidated Statements of Income, (ii) Consolidated Statements of Comprehensive Income, (iii) Consolidated Balance Sheets, (iv) Consolidated Statements of Cash Flows, and (v) the Notes to Consolidated Financial Statements.

---

\* Filed herewith.

\*\* Management contract or compensatory plan or arrangement of the Company required to be filed as an exhibit.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

REGISTRANT: SMITHFIELD FOODS, INC.

By: /s/ C. LARRY POPE  
**C. Larry Pope**  
President and Chief Executive Officer

Date: March 20, 2014

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ WAN LONG</u> <b>Wan Long</b>	Chairman of the Board and Director	March 20, 2014
<u>/s/ C. LARRY POPE</u> <b>C. Larry Pope</b>	President, Chief Executive Officer and Director	March 20, 2014
<u>/s/ KENNETH M. SULLIVAN</u> <b>Kenneth M. Sullivan</b>	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	March 20, 2014
<u>/s/ JIAO SHUGE</u> <b>Jiao Shuge</b>	Director	March 20, 2014
<u>/s/ YANG ZHIJUN</u> <b>Yang Zhijun</b>	Director	March 20, 2014

SECOND AMENDMENT TO AMENDED AND RESTATED TERM LOAN AGREEMENT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED TERM LOAN AGREEMENT, dated as of January 16, 2014 (this "Amendment"), is among SMITHFIELD FOODS, INC., a Virginia corporation (the "Borrower"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. "RABOBANK NEDERLAND", NEW YORK BRANCH, (in its individual capacity, herein "Rabobank Nederland"), individually as the lender (the "Lender") and as administrative agent (in such capacity, the "Administrative Agent").

## RECITALS:

The Borrower, Rabobank Nederland as the only lender and the Administrative Agent have entered into that certain Amended and Restated Term Loan Agreement dated as of August 31, 2012 (as the same may hereafter be amended or otherwise modified, the "Agreement").

The Borrower has informed the Administrative Agent and the Lender that the Borrower desires to (i) change its fiscal year to a fiscal year ending on the Sunday closest to December 31 of each calendar year, commencing with the fiscal year ending December 29, 2013 (which first fiscal year, for purposes of greater clarity, shall consist of only eight fiscal months) and (ii) change its fiscal quarters (and the method of determining its fiscal quarters) to fiscal quarters for such new fiscal year as determined by the Company based on its accounting policies for such new fiscal year (the "Fiscal Period Changes").

In connection with the Fiscal Period Changes, the Borrower has requested that the Agreement be amended as herein set forth and the Administrative Agent and the Lender have agreed to so amend the Agreement on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows effective as of the date hereof unless otherwise indicated:

## ARTICLE 1.

Definitions

Section 1.1. Definitions. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meanings as in the Agreement, as amended hereby.

## ARTICLE 2.

Amendments

Section 2.1. Amendment to the definition "Fiscal Year". The definition of "Fiscal Year" set forth in Section 1.01 (*Defined Terms*) of the Agreement is amended in its entirety to read as follows:

"Fiscal Year" means (i) for the fiscal years ending on or prior to April 30, 2013, the fiscal year of the Borrower ending on the Sunday closest to April 30 of each year and (ii) thereafter, the fiscal year of the Borrower ending on the Sunday closest to December 31 of each calendar year, commencing with the fiscal year ending December 29, 2013 (which first fiscal year, for purposes of greater clarity, shall consist of only eight fiscal

months) or such other fiscal year as may be determined by the Borrower and the Board of Directors and of which the Administrative Agent shall receive written notice.

Section 2.2. Amendment to the definition "Consolidated Coverage Ratio". The first six lines of the definition of "Consolidated Coverage Ratio" set forth in Section 1.01 (*Defined Terms*) of the Agreement are amended in their entirety to read as follows:

"Consolidated Coverage Ratio" as of any date of determination means the ratio of (i) the aggregate amount of EBITDA of the Borrower and its Restricted Subsidiaries for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which consolidated financial statements of the Borrower are available to (ii) Consolidated Interest Expense of the Borrower and its Restricted Subsidiaries for such four consecutive fiscal quarters; *provided, however,* that, notwithstanding the foregoing, with respect to the fiscal quarter ending December 29, 2013 and each of the following three fiscal quarters, the Consolidated Coverage Ratio shall, rather than being calculated for the four fiscal quarters then ended, be calculated for the trailing twelve fiscal months then ended; *provided, further, however,* that:

Section 2.3. Amendment to the Definition "Asset Disposition". Clause (vi) of the definition of "Asset Disposition" set forth in Section 1.01 (*Defined Terms*) of the Agreement is amended in its entirety to read as follows:

(vi) the sale of other assets so long as the fair market value of the assets disposed of pursuant to this clause (vi) does not exceed (A) \$3,333,333 in the aggregate in the Fiscal Year ending December 29, 2013, (B) \$5,000,000 in the aggregate in any other Fiscal Year and (C) \$50,000,000 in the aggregate prior to the Maturity Date.

Section 2.4. Amendment to Section 5.01(b) (*Quarterly Financial Statements*). The following is inserted immediately following the words "on EDGAR)" in the last line thereof:

provided, that, notwithstanding the foregoing, with respect to the fiscal quarter ending December 29, 2013 and each of the following three fiscal quarters, such quarterly financial statements shall be accompanied by monthly financial statements for the trailing twelve fiscal months then ended to the extent not already delivered to the Administrative Agent or included in such quarterly financial statements, together with comparative information for the corresponding period or periods of the prior year;

Section 2.5. Amendment to Section 6.01 (*Limitation on Restricted Payments*). Clause (b)(vii) of Section 6.01 (*Additional Permissions*) of the Agreement is amended in its entirety to read as follows:

(vii) Permitted Employee Payments; *provided however,* that the aggregate amount of Restricted Payments made under this clause (vii) shall not exceed (A) \$6,666,667 in the Fiscal Year ending December 29, 2013 and (B) \$10,000,000 in any other Fiscal Year (with unused amounts in any Fiscal Year carried over to the immediately succeeding Fiscal Year subject to a maximum of \$20,000,000 in any Fiscal Year).

## ARTICLE 3.

### Conditions Precedent

---

Section 3.1. Conditions. The effectiveness of Article 2 of this Amendment is subject to the satisfaction (or waiver in accordance with Section 10.02 of the Agreement) of the following conditions precedent:

(a) The Administrative Agent shall have received from each party hereto either (i) a counterpart of this Amendment signed and delivered on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy or other electronic transmission of a signed signature page to this Amendment) that such party has signed and delivered a counterpart of this Amendment.

(b) The Administrative Agent shall have received a true, correct and complete copy of a consent and amendment related to the ABL Credit Facility which is being executed concurrently herewith, which shall be in form and substance reasonably acceptable to the Administrative Agent.

(c) The Administrative Agent shall have received a true, correct and complete copy of any amendment or consent related to that certain Amended and Restated Credit and Security Agreement dated as of January 31, 2013 among Rabobank Nederland as the administrative agent, Smithfield Receivables Funding LLC, the Borrower, Nieuw Amsterdam Receivables Corporation, and the other lenders party thereto, which is being executed concurrently herewith, which shall be in form and substance reasonably acceptable to the Administrative Agent.

(d) All proceedings taken in connection with the transactions contemplated by this Amendment and all documentation and other legal matters incident thereto shall be satisfactory to the Administrative Agent and its legal counsel.

#### ARTICLE 4.

##### Ratifications, Representations and Warranties

Section 4.1. Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and except as expressly modified and superseded pursuant to Article 2 of this Amendment, the terms and provisions of the Agreement and the other Loan Documents are ratified and confirmed and shall continue in full force and effect. Each Obligor, the Administrative Agent, and the Lender agree that the Agreement as amended hereby and the other Loan Documents shall continue to be legal, valid, binding and enforceable in accordance with their respective terms.

Section 4.2. Representations and Warranties. Each Obligor represents and warrants to the Administrative Agent and the Lender as follows: (a) after giving effect to this Amendment, no Default nor any Event of Default exists; and (b) after giving effect to this Amendment, the representations and warranties set forth in the Agreement are true and correct on and as of the date hereof with the same effect as though made on and as of such date except with respect to any representations and warranties limited by their terms to a specific date. IN ADDITION, TO INDUCE THE ADMINISTRATIVE AGENT AND THE LENDER TO AGREE TO THE TERMS OF THIS AMENDMENT, EACH OBLIGOR REPRESENTS AND WARRANTS THAT AS OF THE DATE OF ITS EXECUTION OF THIS AMENDMENT THERE ARE NO CLAIMS OR OFFSETS AGAINST OR RIGHTS OF RECOUPMENT WITH RESPECT TO OR DEFENSES OR COUNTERCLAIMS TO ITS OBLIGATIONS UNDER THE LOAN DOCUMENTS AND IN ACCORDANCE THEREWITH IT;

---

(a) WAIVER. WAIVES ANY AND ALL SUCH CLAIMS, OFFSETS, RIGHTS OF RECOUPMENT, DEFENSES OR COUNTERCLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING PRIOR TO THE DATE OF ITS EXECUTION OF THIS AMENDMENT; AND

(b) RELEASE. RELEASES AND DISCHARGES THE ADMINISTRATIVE AGENT AND THE LENDER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, AFFILIATES AND ATTORNEYS (COLLECTIVELY THE "RELEASED PARTIES") FROM ANY AND ALL OBLIGATIONS, INDEBTEDNESS, LIABILITIES, CLAIMS, RIGHTS, CAUSES OF ACTION OR DEMANDS WHATSOEVER, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, IN LAW OR EQUITY, WHICH ANY OBLIGOR EVER HAD, NOW HAS, CLAIMS TO HAVE OR MAY HAVE AGAINST ANY RELEASED PARTY ARISING PRIOR TO THE DATE HEREOF AND FROM OR IN CONNECTION WITH THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY.

## ARTICLE 5.

### Miscellaneous

Section 5.1. Survival of Representations and Warranties. All representations and warranties made in this Amendment or any other Loan Document including any Loan Document furnished in connection with this Amendment shall survive the execution and delivery of this Amendment and the other Loan Documents, and no investigation by the Administrative Agent or the Lender or any closing shall affect the representations and warranties or the right of the Administrative Agent or the Lender to rely upon them.

Section 5.2. Reference to Agreement. Upon and after the effectiveness of Article 2 of this Amendment, each reference to the Agreement in each of the Loan Documents, including the Agreement and any and all other agreements, documents, or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Agreement as amended hereby, are amended so that any reference in such Loan Documents to the Agreement shall mean a reference to the Agreement as amended hereby.

Section 5.3. Expenses of Lender. As provided in Section 10.03 of the Agreement, the Borrower agrees to pay all reasonable and documented out-of-pocket costs and expenses incurred by the Administrative Agent in connection with the preparation, negotiation, and execution of this Amendment and the other Loan Documents executed pursuant hereto, including without limitation, the costs and fees of Administrative Agent's legal counsel.

Section 5.4. Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 5.5. Governing Law. This Amendment and all other Loan Documents executed pursuant hereto shall be governed by and construed in accordance with the laws of the State of New York, other than those conflict of law provisions that would defer to the substantive laws of another jurisdiction. This governing law election has been made by the parties in reliance (at least in part) on Section 5-1401 of the General Obligations Law of the State of New York, as amended (as and to the extent applicable), and other applicable law.

Section 5.6. Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of the Administrative Agent, Lender, each Obligor, and their respective successors and permitted

---

assigns, except no Obligor may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender. Any assignment or other transfer made in violation of this Section shall be void.

Section 5.7. Counterparts. This Amendment may be executed in one or more counterparts and on telecopy or other electronically reproduced counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic communication shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 5.8. Effect of Waiver. No consent or waiver, express or implied, by Administrative Agent or any Lender to or for any breach of or deviation from any covenant, condition or duty hereunder by the Borrower or any other Obligor shall be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

Section 5.9. Headings. The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

---

Section 5.10. Entire Agreement. This Amendment and all other instruments, documents and agreements executed and delivered in connection with this Amendment embody the final, entire agreement among the parties hereto and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to this Amendment, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto.

Executed as of the date first written above.

[Remainder of Page Intentionally Blank]

---

**BORROWER:**

**Smithfield Foods, Inc.**, a Virginia corporation

By: /s/ Timothy P. Dykstra  
Name: Timothy P. Dykstra  
Title: Corporate Treasurer

**ADMINISTRATIVE AGENT AND LENDER:**

COÖPERATIEVE CENTRALE  
RAIFFEISEN-BOERENLEENBANK B.A.,  
"RABOBANK NEDERLAND", NEW  
YORK BRANCH, as Administrative Agent and the Lender

By: /s/ Jeff Geisbauer  
Name: Jeff Geisbauer  
Title: Executive Director

By: /s/ Robert M. Mandula  
Name: Robert M. Mandula  
Title: Managing Director

CONSENT AND THIRD AMENDMENT TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

THIS CONSENT AND THIRD AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT, dated as of January 16, 2014 (this "Amendment"), is among SMITHFIELD FOODS, INC., a Virginia corporation (the "Company"), the subsidiary guarantors party hereto, the banks and other lending institutions party hereto, and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. "RABOBANK NEDERLAND", NEW YORK BRANCH, as administrative agent (in such capacity, the "Administrative Agent").

RECITALS:

The Company, certain of its subsidiaries as guarantors, certain of the banks and other lending institutions party thereto and the Administrative Agent have entered into that certain Second Amended and Restated Credit Agreement dated as of June 9, 2011 (as amended by that certain First Amendment to Second Amended and Restated Credit Agreement dated as of January 31, 2013, that certain Increased Commitment Supplement dated as of January 31, 2013 and that certain Consent and Second Amendment to Second Amended and Restated Credit Agreement dated as of July 12, 2013, the "Agreement"). On or about April 18, 2013, FCS Financial, PCA assigned all of its rights under the Loan Documents to 1<sup>st</sup> Farm Credit Services, PCA.

The Company has informed the Administrative Agent and the Lenders that the Company desires to (i) change its fiscal year to a fiscal year ending on the Sunday closest to December 31 of each calendar year, commencing with the fiscal year ending December 29, 2013 and (ii) change its fiscal quarters (and the method of determining its fiscal quarters) to fiscal quarters for such new fiscal year as determined by the Company based on its accounting policies for such new fiscal year (the "Fiscal Period Changes").

In accordance with the Agreement, the Company and the other Loan Parties have requested that the Lenders (i) consent to the Company's Fiscal Period Changes and (ii) amend the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows effective as of the date hereof unless otherwise indicated:

ARTICLE 1.

Definitions

Section 1.1. Definitions. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meanings as in the Agreement, as amended hereby.

ARTICLE 2.

Amendments

Section 2.1. Amendment to Section 1.01 (Defined Terms). The following defined term is added to Section 1.01 (Defined Terms) of the Agreement in the proper alphabetical order:

---

**"Fiscal Period Changes"** means a change in the Company's (i) fiscal year to a fiscal year ending on the Sunday closest to December 31 of each calendar year, commencing with the fiscal year ending December 29, 2013 (which, for purposes of greater clarity, shall consist of only eight fiscal months) and (ii) fiscal quarters (and the method of determining its fiscal quarters) to fiscal quarters for such new fiscal year as determined by the Company based on its accounting policies for such new fiscal year.

Section 2.2. **Amendment to Section 1.01 (Defined Terms)**. The following definitions set forth in **Section 1.01 (Defined Terms)** of the Agreement are amended hereby by deleting the text of such definitions in their entirety and inserting the following in lieu thereof:

**"Funded Debt to EBITDA Ratio"** means the ratio, determined as of the last day of any fiscal quarter, of Consolidated Funded Debt as of such date to EBITDA for the four fiscal quarters then ended; **provided**, notwithstanding the foregoing, with respect to the fiscal quarter ending December 29, 2013 and each of the following three fiscal quarters, the Funded Debt to EBITDA Ratio shall, rather than being calculated for the four fiscal quarters then ended, be calculated for the trailing twelve fiscal months then ended.

**"Rabobank Nederland Facility"** means the Amended and Restated Term Loan Agreement, dated as of August 31, 2012, among Company, Rabobank Nederland, as administrative agent, and the lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time).

Section 2.3. **Amendment to Section 2.06(c) (Limitations on Amounts)**. Section 2.06(c) of the Agreement is hereby amended by deleting the reference to "\$300,000,000" in clause (i) thereof and inserting "\$150,000,000" in lieu thereof.

Section 2.4. **Amendment to Section 5.01(b) (Quarterly Financial Statements)**. The following is inserted immediately following the phrase "absence of footnotes" in the last line thereof:

**provided**, that, notwithstanding the foregoing, with respect to the fiscal quarter ending December 29, 2013 and each of the following three fiscal quarters, such quarterly financial statements shall be accompanied by monthly financial statements for the trailing twelve fiscal months then ended to the extent not already delivered to the Administrative Agent or included in such quarterly financial statements, together with comparative information for the corresponding period or periods of the prior year;

Section 2.5. **Amendment to Section 6.05 (Asset Sales)**. Clause (h) (*Available Annual Dispositions*) of Section 6.05 of the Agreement is amended in its entirety to read as follows:

(h) **Available Annual Dispositions**. sales, transfers and other dispositions of assets that are not permitted by any other paragraph of this Section; provided that the aggregate fair market value of all assets sold, transferred or otherwise disposed of in reliance upon this paragraph (h) shall not exceed (i) \$6,666,667 during the fiscal year of the Company ending December 29, 2013 (which, for purposes of greater clarity, shall consist of only eight fiscal months) or (ii) \$10,000,000 during any other fiscal year of the Company;

Section 2.6. **Amendment to Section 6.13 (Capital Expenditures)**. The definition of "Yearly Limit" is amended in its entirety to read as follows:

---

**"Yearly Limit"** means, with respect to a fiscal year, an amount equal to the sum of (a) (i) \$350,000,000 for the fiscal year ended on or about April 30, 2012, (ii) \$300,000,000 for the fiscal year ended on or about April 30, 2013, (iii) \$200,000,000 for the fiscal year ending December 29, 2013 (which, for purposes of greater clarity, shall consist of only eight fiscal months) and (iv) \$300,000,000 for each fiscal year thereafter plus (b) an amount equal to fifteen percent (15%) of any increase in the property, plant and equipment of the Company and the Restricted Subsidiaries as reported in the annual financial statements most recently delivered pursuant to Section 5.01(a) for the immediately preceding fiscal year (calculated after accounting for the Company's interest in Unrestricted Subsidiaries based on the equity method of accounting) over the amount of the property, plant and equipment of the Company and the Restricted Subsidiaries as reported in the annual financial statements delivered pursuant to Section 5.01(a) for the fiscal year ended on or about April 30, 2011 (but specifically excluding any increase in the property, plant and equipment of the Company and the Restricted Subsidiaries associated with the Replacement Capacity Project).

Section 2.7. Amendment to Section 6.14 (Minimum Interest Coverage Ratio). Section 6.14 of the Agreement is amended hereby by deleting the text thereof in its entirety and inserting the following in lieu thereof:

**Minimum Interest Coverage Ratio.** The ratio of EBITDA to Consolidated Interest Expense, calculated for the Company and its Restricted Subsidiaries as of the end of each fiscal quarter of the Company for the four fiscal quarters then ended, shall not be less than 2.50 to 1.00; provided, notwithstanding the foregoing, with respect to the fiscal quarter ending December 29, 2013 and each of the following three fiscal quarters, the Minimum Interest Coverage Ratio shall, rather than being calculated for the four fiscal quarters then ended, be calculated for the trailing twelve fiscal months then ended.

### ARTICLE 3.

#### Consent

Section 3.1. Consent. Subject to the satisfaction of the conditions precedent described in Article 4 hereof, each of the undersigned Lenders:

- (a) notwithstanding anything to the contrary in Section 6.12 of the Agreement, consents to the Fiscal Period Changes; and
- (b) notwithstanding anything to the contrary in Section 6.11 of the Agreement, consents to the amendments of the Receivables Securitization documents and the Rabobank Nederland Facility referred to in Section 4.1 of this Amendment.

Section 3.2. Limitations on Consent. To induce the Lenders to agree to the terms of Section 3.1 hereof, the Company and the other Loan Parties (by their execution below) agree that the consent set forth herein shall not be deemed to be a consent to the departure from or waiver of (a) any of the covenants identified in Section 3.1 hereof for any purpose other than as expressly set forth in this Amendment, (b) any other covenant or condition in any Loan Document or (c) any Event of Default that otherwise may arise as a result of the matters described in this Amendment, after giving effect thereto.

### ARTICLE 4.

---

### Conditions Precedent

Section 4.1. Conditions. The effectiveness of Article 2 and 3 of this Amendment is subject to the satisfaction (or waiver in accordance with Section 9.02 (Waiver; Amendments)) of the Agreement) of the following conditions precedent:

- (a) The Administrative Agent shall have received from each Loan Party and the Required Lenders either (i) a counterpart of this Amendment signed and delivered on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy or other electronic transmission of a signed signature page to this Amendment) that such party has signed and delivered a counterpart of this Amendment;
- (b) The Administrative Agent shall have received a true, correct and complete copy of any amendment or consent related to the Receivables Securitization documents which is being executed concurrently herewith, which shall be in form and substance reasonably acceptable to the Administrative Agent;
- (c) The Administrative Agent shall have received a true, correct and complete copy of a consent and amendment related to the Rabobank Nederland Facility which is being executed concurrently herewith, which shall be in form and substance reasonably acceptable to the Administrative Agent;
- (d) The Administrative Agent shall have received all fees and other amounts due and payable on or prior to the effective date of this Amendment; and
- (e) All proceedings taken in connection with the matters contemplated by this Amendment and all documentation and other legal matters incident thereto shall be satisfactory to the Administrative Agent and its legal counsel.

### ARTICLE 5.

#### Ratifications, Representations and Warranties

##### Section 5.1. Acknowledgements; Ratification and Reaffirmations.

- (a) The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and except as expressly modified and superseded pursuant to Article 2 of this Amendment, the terms and provisions of the Agreement and the other Loan Documents are ratified and confirmed and shall continue in full force and effect;
- (b) Each Loan Party, the Administrative Agent, and the Lenders party hereto agree that the Agreement as amended hereby and the other Loan Documents shall continue to be legal, valid, binding and enforceable in accordance with their respective terms;
- (c) Each Loan Party acknowledges and agrees that this Amendment constitutes a Loan Document for all purposes under the Agreement and the other Loan Documents; and
- (d) Each Loan Party hereby reaffirms each of the agreements, covenants and undertakings set forth in the Agreement and each and every other Loan Document executed in connection therewith or pursuant hereto, as amended and modified hereby, as if such Loan Party was making said agreements, covenants and undertakings on the date hereof.

---

Section 5.2. Representations and Warranties. Each Loan Party represents and warrants to the Administrative Agent and the Lenders as follows: (a) no Default exists, (b) the representations and warranties set forth in the Agreement are true and correct in all material respects (or, in the case of any representation and warranty qualified by materiality, in all respects) on and as of the date hereof with the same effect as though made on and as of such date except with respect to any representations and warranties limited by their terms to an earlier date (in which case such representation and warranty shall be true and correct in all material respects as of such earlier date, or in the case of any representation and warranty qualified by materiality, in all respects as of such earlier date) and (c) it has all requisite power and authority to execute, deliver and perform its obligations under this Amendment. IN ADDITION, TO INDUCE THE ADMINISTRATIVE AGENT AND THE LENDERS TO AGREE TO THE TERMS OF THIS AMENDMENT, EACH LOAN PARTY REPRESENTS AND WARRANTS THAT AS OF THE DATE OF ITS EXECUTION OF THIS AMENDMENT THERE ARE NO CLAIMS OR OFFSETS AGAINST OR RIGHTS OF RECOUPMENT WITH RESPECT TO OR DEFENSES OR COUNTERCLAIMS TO ITS OBLIGATIONS UNDER THE LOAN DOCUMENTS AND IN ACCORDANCE THEREWITH IT:

(a) WAIVER. WAIVES ANY AND ALL SUCH CLAIMS, OFFSETS, RIGHTS OF RECOUPMENT, DEFENSES OR COUNTERCLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING PRIOR TO THE DATE OF ITS EXECUTION OF THIS AMENDMENT; AND

(b) RELEASE. RELEASES AND DISCHARGES THE ADMINISTRATIVE AGENT AND THE LENDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, AFFILIATES AND ATTORNEYS (COLLECTIVELY THE "RELEASED PARTIES") FROM ANY AND ALL OBLIGATIONS, INDEBTEDNESS, LIABILITIES, CLAIMS, RIGHTS, CAUSES OF ACTION OR DEMANDS WHATSOEVER, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, IN LAW OR EQUITY, WHICH ANY LOAN PARTY EVER HAD, NOW HAS, CLAIMS TO HAVE OR MAY HAVE AGAINST ANY RELEASED PARTY ARISING PRIOR TO THE DATE HEREOF AND FROM OR IN CONNECTION WITH THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY.

## ARTICLE 6.

### Miscellaneous

Section 6.1. Survival of Representations and Warranties. All representations and warranties made in this Amendment or any other Loan Document including any Loan Document furnished in connection with this Amendment shall survive the execution and delivery of this Amendment and the other Loan Documents, and no investigation by the Administrative Agent or any Lender or any closing shall affect the representations and warranties or the right of the Administrative Agent or any Lender to rely upon them.

Section 6.2. Reference to Agreement. Upon and after the effectiveness of Article 2 of this Amendment, each reference to the Agreement in each of the Loan Documents, including the Agreement and any and all other agreements, documents, or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Agreement as amended hereby, are amended so that any reference in such Loan Documents to the Agreement shall mean a reference to the Agreement as amended hereby.

Section 6.3. Expenses of Administrative Agent. As provided in Section 9.03(a) (Expense Reimbursement) of the Agreement, the Company agrees to pay all reasonable and documented out-of-pocket costs and expenses incurred by the Administrative Agent in connection with the preparation, negotiation,

---

and execution of this Amendment and the other Loan Documents executed pursuant hereto, including without limitation, the reasonable costs and fees of Administrative Agent's legal counsel.

Section 6.4. Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 6.5. Governing Law. This Amendment and all other Loan Documents executed pursuant hereto shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof, but giving effect to federal laws applicable to national banks. This governing law election has been made by the parties in reliance (at least in part) on Section 5–1401 of the General Obligations Law of the State of New York, as amended (as and to the extent applicable), and other applicable law.

Section 6.6. Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of the Administrative Agent, each Lender, each Loan Party, and their respective successors and permitted assigns, except no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lenders. Any assignment or other transfer made in violation of this Section shall be void.

Section 6.7. Counterparts. This Amendment may be executed in one or more counterparts and on telecopy or other electronically reproduced counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic communication shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 6.8. Effect of Waiver. No consent or waiver, express or implied, by Administrative Agent or any Lender to or for any breach of or deviation from any covenant, condition or duty hereunder by the Company or any other Loan Party shall be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

Section 6.9. Headings. The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

---

Section 6.11. Entire Agreement. This Amendment and all other instruments, documents and agreements executed and delivered in connection with this Amendment embody the final, entire agreement among the parties hereto and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to this Amendment, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto.

Section 6.12. Required Lenders. Pursuant to Section 9.02 (Waiver; Amendments) of the Agreement, the Agreement may be modified as provided in this Amendment with the agreement of the Required Lenders which means Lenders having Credit Exposures and unused Commitments representing more than 50% of the Aggregate Credit Exposures and unused Commitments (such percentage applicable to a Lender, herein such Lender's "Required Lender Percentage"). For purposes of determining the effectiveness of this Amendment, each Lender's Required Lender Percentage is set forth on Schedule 6.11 hereto.

Executed as of the date first written above.

**COMPANY:**

**Smithfield Foods, Inc.**, a Virginia corporation

By: /s/ Timothy Dykstra  
Name: Timothy Dykstra  
Title: Vice President and Corporate Treasurer

---

**OTHER LOAN PARTIES:**

**Brown's Realty Partnership**, a North Carolina general partnership  
**Carroll's Realty Partnership**, a North Carolina general partnership  
**Smithfield-Carroll's Farms**, a Virginia general partnership

By:      **Murphy-Brown, LLC**, as a general partner of each

By: /s/ Timothy Dykstra  
Name: Timothy Dykstra  
Title: Vice President

**Armour-Eckrich Meats LLC**, a Delaware limited liability company  
**Farmland Foods, Inc.**, a Delaware corporation  
**John Morrell & Co.,** a Delaware corporation  
**Murphy-Brown LLC**, a Delaware limited liability company  
**Murphy Farms of Texhoma, Inc.**, an Oklahoma corporation  
**Patrick Cudahy, LLC**, a Delaware limited liability company  
**Premium Pet Health, LLC**, a Delaware limited liability company  
**Premium Standard Farms, LLC**, a Delaware limited liability company  
**Smithfield Global Products Inc.**, a Delaware corporation  
**The Smithfield Packing Company, Incorporated**, a Delaware corporation  
**Smithfield Purchase Corporation**, a North Carolina corporation  
**Smithfield Transportation Co., Inc.**, a Delaware corporation  
**Stefano Foods, Inc.**, a North Carolina corporation  
**SFRMH Liquidation, Inc.** (f/k/a RMH Foods, Inc.), a Delaware corporation

By: /s/ Timothy Dykstra  
Name:  
Title:

**Jonmor Investments, Inc.**, a Delaware corporation  
**Patcud Investments, Inc.**, a Delaware corporation  
**SFFC, INC.**, a Delaware corporation  
**SF Investments, Inc.**, a Delaware corporation

By: /s/ Jeffrey A. Porter  
Name: Jeffrey A. Porter  
Title: President

---

**ADMINISTRATIVE AGENT AND LENDERS:**

COÖPERATIEVE CENTRALE  
RAIFFEISEN-BOERENLEENBANK B.A.,  
"RABOBANK NEDERLAND", NEW  
YORK BRANCH, as Administrative Agent

By: /s/ James V. Kenwood  
Name: James V. Kenwood  
Title: Managing Director

---

By: /s/ Jeff Geisbauer  
Name: Jeff Geisbauer  
Title: Executive Director

**JPMORGAN CHASE BANK, N.A., as a Lender**

By: /s/ Tony Young  
Name: Tony Young  
Title: Executive Director

---

**BARCLAYS BANK PLC**, as a Lender

By: /s/ Ronnie Glenn  
Name: Ronnie Glenn  
Title: Vice President

---

**AGFIRST FARM CREDIT BANK**, as a Lender

By: /s/ Steven J. O'Shea  
Name: Steven J. O'Shea  
Title: Vice President

Voting Participants:

**Farm Credit Bank of Texas**

By: /s/ Chris M. Levine  
Name: Chris M. Levine  
Title: Vice President

---

**GOLDMAN SACHS BANK USA, as a Lender**

By: /s/ Michelle Latzoni  
Name: Michelle Latzoni  
Title: Authorized Signatory

---

**BANK OF MONTREAL**, as a Lender

By: /s/ Philip Langheim  
Name: Philip Langheim  
Title: Managing Director

---

**MORGAN STANLEY BANK, N.A., as a Lender**

By: /s/ Brendan MacBride  
Name: Brendan MacBride  
Title: Authorized Signatory

---

**COBANK, ACB**, as a Lender

By: /s/ Alan V. Schuler  
Name: Alan V. Schuler  
Title: Vice President

---

**SOCIETE GENERALE**, as a Lender

By: /s/ Cliff Niebling  
Name: Cliff Niebling  
Title: Director

---

**U.S. BANK NATIONAL ASSOCIATION,**  
as a Lender

By: /s/ Harry J. Brown  
Name: Harry J. Brown  
Title: Vice President

---

**AGSTAR FINANCIAL SERVICES, PCA,**  
as a Lender

By: /s/ Troy Mostaert  
Troy Mostaert, Vice President

---

**NORTHWEST FARM CREDIT SERVICES, PCA,**  
as a Lender

By: /s/ Carol L. Sobson  
Name: Carol L. Sobson  
Title: Vice President

---

**BANK OF AMERICA, N.A.,**  
as a Lender

By: /s/ David L. Catherall  
Name: David L. Catherall  
Title: Managing Director

---

**UNITED FCS, PCA D/B/A FCS COMMERCIAL FINANCE GROUP, as a Lender**

By: /s/ Lisa Caswell  
Name: Lisa Caswell  
Title: Vice President

---

**FARM CREDIT SERVICES OF MID-AMERICA, PCA, as a Lender**

By: /s/ Ralph M. Bowman  
Name: Ralph M. Bowman  
Title: Vice President Capital Markets

---

**SANTANDER BANK, N.A.**  
(formerly known as Sovereign Bank, N.A.),  
as a Lender

By: /s/ Carlos A. Calixto  
Name: Carlos A. Calixto  
Title: Vice President

---

**ING CAPITAL LLC,**  
as a Lender

By: /s/ N. Leroy Startz  
Name: N. Leroy Startz  
Title: Director

By: /s/ William B. Redmond  
Name: William B. Redmond  
Title: Managing Director

---

**CREDIT AGRICOLE CORPORATE AND  
INVESTMENT BANK, as a Lender**

By: /s/ Elvis Grgurovic  
Name: Elvis Grgurovic  
Title: Director

By: /s/ Kevin Flood  
Name: Kevin Flood  
Title: Director

---

**COMPASS BANK,**  
as a Lender

By: /s/ April Chan  
Name: April Chan  
Title: Senior Vice President

---

**FARM CREDIT SERVICES OF AMERICA, PCA,**  
as a Lender

By: /s/ Bruce Dean  
Name: Bruce Dean  
Title: Vice President

---

**AMERICAN AGCREDIT, PCA** (successor by merger to Farm Credit Services of the Mountain Plains, PCA), as a Lender

By: /s/ Sean O'Day  
Name: Sean O'Day  
Title: Senior Vice President

---

**1<sup>ST</sup> FARM CREDIT SERVICES, PCA,**  
as a Lender

By: /s/ Lee Fuchs  
Name: Lee Fuchs  
Title: Vice President, Capital Markets Group

---

**GREENSTONE FARM CREDIT SERVICES, ACA/FLCA, as a Lender**

By: /s/ Alfred S. Compton, Jr.  
Name: Alfred S. Compton, Jr.  
Title: SVP/Managing Director

---

**FARM CREDIT WEST, PCA,**  
as a Lender

By: /s/ Ben Madonna  
Ben Madonna, Vice President

---

**FARMERS BANK,**  
as a Lender

By: /s/ Vernon M. Towler  
Name: Vernon M. Towler  
Title: President

---

**GENERAL ELECTRIC CAPITAL CORPORATION**, as a Lender

By: /s/ Nita Jain

Name: Nita Jain

Title: Duly Authorized Signatory

---

**COBANK, FCB** (successor in interest by merger to U.S. AgBank, FCB), as a Lender

By: /s/ Alan V. Schuler  
Name: Alan V. Schuler  
Title: Vice President

---

Schedule 6.11  
to  
Smithfield Foods, Inc.  
Consent and Third Amendment to Second Amended and Restated Credit Agreement

Required Lender Percentage

Lender	Required Lender Percentage Held	Lenders Agreeing to Consent Letter(insert % from prior column if Lender signs Consent Letter then total % in this column)
Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank Nederland", New York Branch	7.695451510%	7.695451510%
Barclays Bank PLC	6.390243900%	6.390243900%
AgFirst Farm Credit Bank	11.707317070%	11.707317070%
Goldman Sachs Bank USA	4.780487810%	4.780487810%
Bank of Montreal	4.780487810%	4.780487810%
Morgan Stanley Bank, N.A.	2.926829270%	2.926829270%
CoBank, ACB	7.085036290%	7.085036290%
JPMorgan Chase Bank, N. A.	4.780487810%	4.780487810%
Societe Generale	4.780487810%	4.780487810%
U.S. Bank National Association	4.195121950%	4.195121950%
AgStar Financial Services, PCA	3.414634150%	3.414634150%
Northwest Farm Credit Services, PCA	3.414634150%	3.414634150%
Bank of America, N.A.	3.219512200%	3.219512200%
United FCS, PCA d/b/a FCS Commercial Finance Group	2.682926830%	2.682926830%
Farm Credit Mid-America, PCA (fka Farm Credit Services of Mid-America, PCA)	2.682926830%	2.682926830%
Santander Bank, N.A. (formerly known as Sovereign Bank, N.A.)	2.682926830%	2.682926830%
ING Capital LLC	2.365853660%	2.365853660%
Credit Agricole Corporate and Investment Bank	2.731707320%	2.731707320%
Compass Bank	2.146341460%	2.146341460%
Farm Credit Services of America, PCA	2.365853660%	2.365853660%
American AgCredit, PC	2.146341460%	2.146341460%
1st Farm Credit Services, PCA	3.219512200%	3.219512200%
GreenStone Farm Credit Services, ACA/FLCA	2.243902440%	2.243902440%
Farm Credit West, PCA	1.951219510%	1.951219510%
CoBank, FCB (successor to U.S. AgBank FCB)	1.463414630%	1.463414630%
Farmers Bank	0.487804880%	0.487804880%
General Electric Capital Corporation	1.65853659%	1.65853659%
<b>TOTAL</b>	<b>100.00%</b>	<b>100.00%</b>

February 19, 2014

## EXCLUDED RECEIVABLES RELEASE

Reference is hereby made to (i) the Amended and Restated Receivables Sale Agreement, dated as of January 31, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Receivables Sale Agreement"), by and among Smithfield Receivables Funding LLC, a Delaware limited liability company, as Buyer, Smithfield Foods, Inc., a Virginia corporation, as servicer (the "Servicer"), SFFC, Inc., a Delaware corporation, each of Farmland Foods, Inc., a Delaware corporation, The Smithfield Packing Company, Incorporated, a Delaware corporation, Premium Pet Health, LLC, a Delaware limited liability company, Patrick Cudahy, LLC, a Delaware limited liability company, John Morrell & Co., a Delaware corporation, Smithfield Global Products, Inc., a Delaware corporation, Armour-Eckrich Meats LLC, a Delaware limited liability company, Smithfield of Canada, Ltd., a company incorporated under the laws of Canada, Smithfield Specialty Foods Group, LLC, a Delaware limited liability company, American Skin Food Group, LLC, a North Carolina limited liability company ("American Skin") and such other Originators that may become party to the Receivables Sale Agreement with the consent of the Administrative Agent, (each, unless excluded from the Receivables Sale Agreement as an Excluded Originator in accordance therewith, an "Originator") and (ii) the Amended and Restated Credit and Security Agreement, dated January 31, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit and Security Agreement"), by and among Smithfield Receivables Funding LLC, in its capacity as Borrower, Smithfield Foods, Inc., as initial servicer, the Lenders and Co-Agents from time to time party thereto, and Coöperatieve Centrale Raiffeisen-Boerenleenbank, B.A., "Rabobank Nederland", New York Branch, in its capacity as administrative agent (the "Administrative Agent") and in its capacity as letter of credit issuer. Capitalized terms not defined herein shall have the meaning given such terms in the Receivables Sale Agreement.

The parties hereto acknowledge that the requirements for the termination of American Skin as an Originator set forth in Section 7.2(j) of the Credit and Security Agreement have been satisfied.

Accordingly, on February 19, 2014 (the "Effective Date"), in connection with the designation (by delivery of written notice in substantially the form attached hereto as Annex 1) of American Skin as an Excluded Originator pursuant to, and in accordance with, Section 1.8 of the Receivables Sale Agreement, any Excluded Receivables originated by American Skin and any proceeds thereof shall be deemed released from the lien created in favor of the Administrative Agent for the benefit of the Secured Parties under the Credit and Security Agreement without further action on the part of any party thereto; provided, that no event has occurred and is continuing, or would result from such release that will constitute an Event of Default or Unmatured Event of Default. The Administrative Agent agrees, at the expense of the Buyer, to take such actions, or permit the Servicer to take such actions, as are reasonably necessary and appropriate to release, and/or more fully evidence the release, of such lien in such Excluded Receivables.

Immediately following the release by the Administrative Agent of its lien in the Excluded Receivables relating to American Skin and any related proceeds, the Buyer may dispose of any such Excluded Receivables by sale or other transfer; provided that such sale or transfer shall be made without representations, warranties, covenants or indemnity. The Buyer agrees to take such actions, or permit the Servicer to take such actions, as are reasonably necessary and appropriate to release, and/or more fully evidence the release, of any lien in such Excluded Receivables.

Notwithstanding anything to the contrary contained in Section 1.8 of the Receivables Sale Agreement, the parties hereto agree that American Skin shall be deemed to be an Excluded Originator and the Receivables originated by American Skin shall be deemed to be Excluded Receivables as of the Effective Date.

The Buyer and the Administrative Agent agree to take any steps reasonably requested by the Servicer to terminate any Collection Account Agreement governing any Lock-Box or Collection Account relating to American Skin.

In connection with the termination of American Skin as an Originator pursuant to Section 1.8 of the Receivables Sale Agreement, the Administrative Agent hereby authorizes the filing of (i) a UCC-3 statement and exhibit with the Secretary of State of the State of North Carolina on the Effective Date to reflect the release of the lien on the Excluded Receivables evidenced by the UCC-1 statement filed on June 4, 2013 with an original financing statement number of 20130054380H and (ii) a UCC-3 statement and exhibit with the Secretary of State of the State of Delaware on the Effective Date to reflect the release of the lien on the Excluded Receivables evidenced by the UCC-1 statement filed on June 21, 2011 with an original financing statement number of 2011 2381930.

Sections 14.8, 14.9 and 14.10 of the Credit and Security Agreement are hereby incorporated by reference herein as if set forth herein in their entirety.

[Remainder of Page Intentionally Left Blank]

Executed as of the date first written above.

SMITHFIELD RECEIVABLES FUNDING LLC, as Buyer

By: SFFC, Inc., its managing member

By: /s/ Jeffrey A. Porter

Name: Jeffrey A. Porter

Title: President

SMITHFIELD FOODS INC., as Servicer

By: /s/ Timothy Dykstra

Name: Timothy Dykstra

Title: Vice President

---

[Signature Page to Release]

COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK, B.A.,  
“RABOBANK NEDERLAND”, NEW YORK BRANCH, as Administrative  
Agent

By:/s/ Christopher Lew

Name: Christopher Lew

Title: Vice President

By:/s/ Dana Hartman

Name: Dana Hartman

Title: Executive Director

[Signature Page to Release]

---

**NOTICE**

**SMITHFIELD RECEIVABLES FUNDING LLC**

February 19, 2014

The Addressees named in  
Schedule 1 hereto

Re: Smithfield Receivables Funding LLC – Receivables Sale Agreement

Ladies and Gentlemen:

Reference is hereby made to the Amended and Restated Receivables Sale Agreement, dated as of January 31, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Receivables Sale Agreement"), by and among Smithfield Receivables Funding LLC, a Delaware limited liability company, as Buyer, Smithfield Foods, Inc., a Virginia corporation ("Smithfield"), as servicer, SFFC, Inc., a Delaware corporation, each of Farmland Foods, Inc., a Delaware corporation, The Smithfield Packing Company, Incorporated, a Delaware corporation, Premium Pet Health, LLC, a Delaware limited liability company, Patrick Cudahy, LLC, a Delaware limited liability company, John Morrell & Co., a Delaware corporation, Smithfield Global Products, Inc., a Delaware corporation, Armour-Eckrich Meats LLC, a Delaware limited liability company, Smithfield of Canada, Ltd., a company incorporated under the laws of Canada, Smithfield Specialty Foods Group, LLC, a Delaware limited liability company, American Skin Food Group, LLC, a North Carolina limited liability company and such other Originators that may become party to the Receivables Sale Agreement with the consent of the Administrative Agent, (each, unless excluded from the Receivables Sale Agreement as an Excluded Originator in accordance therewith, an "Originator").

Pursuant to Section 1.8 of the Receivables Sale Agreement, the Buyer gives notice of the termination of American Skin Food Group, LLC, in its capacity as an Originator, to be effective on or about February 19, 2014.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Receivables Sale Agreement.

[Remainder of Page Intentionally Left Blank]

---

IN WITNESS WHEREOF, the undersigned has caused this notice to be executed as of the date first written above.

Very truly yours,

SMITHFIELD RECEIVABLES FUNDING LLC

By: SFFC, Inc., its managing member

By: \_\_\_\_\_

Name: Jeffrey A. Porter

Title: President

---

Schedule 1

Coöperatieve Centrale Raiffeisen-Boerenleenbank, B.A.,  
“Rabobank Nederland”, New York Branch  
Securitization – Transaction Management  
Rabobank International  
245 Park Avenue  
New York, NY 10167

SFFC, Inc.  
c/o Smithfield Foods, Inc.  
200 Commerce Street  
Smithfield, VA 23430  
Attention: Robert Manly and Ken Sullivan

The Smithfield Packing Company, Incorporated  
c/o Smithfield Foods, Inc.  
200 Commerce Street  
Smithfield, VA 23430  
Attention: Robert Manly and Ken Sullivan

Patrick Cudahy, LLC  
c/o Smithfield Foods, Inc.  
200 Commerce Street  
Smithfield, VA 23430  
Attention: Robert Manly and Ken Sullivan

Smithfield Global Products, Inc.  
c/o Smithfield Foods, Inc.  
200 Commerce Street  
Smithfield, VA 23430  
Attention: Robert Manly and Ken Sullivan

Smithfield of Canada, Ltd.  
c/o Smithfield Foods, Inc.  
200 Commerce Street  
Smithfield, VA 23430  
Attention: Robert Manly and Ken Sullivan

American Skin Food Group, LLC  
c/o Smithfield Foods, Inc.  
200 Commerce Street  
Smithfield, VA 23430  
Attention: Timothy Dykstra

Smithfield Foods, Inc.  
200 Commerce Street  
Smithfield, VA 23430  
Attention: Robert Manly and Ken Sullivan

Farmland Foods, Inc.  
c/o Smithfield Foods, Inc.  
200 Commerce Street  
Smithfield, VA 23430  
Attention: Robert Manly and Ken Sullivan

Premium Pet Health, LLC  
c/o Smithfield Foods, Inc.  
200 Commerce Street  
Smithfield, VA 23430  
Attention: Robert Manly and Ken Sullivan

John Morrell & Co.  
c/o Smithfield Foods, Inc.  
200 Commerce Street  
Smithfield, VA 23430  
Attention: Robert Manly and Ken Sullivan

Armour-Eckrich Meats LLC  
c/o Smithfield Foods, Inc.  
200 Commerce Street  
Smithfield, VA 23430  
Attention: Robert Manly and Ken Sullivan

Smithfield Specialty Foods Group, LLC  
c/o Smithfield Foods, Inc.  
200 Commerce Street  
Smithfield, VA 23430  
Attention: Timothy Dykstra

**SMITHFIELD FOODS, INC.**

**RETENTION BONUS PLAN**

---

## TABLE OF CONTENTS

	<b>Page</b>	
ARTICLE I	DEFINITIONS	1
	1.1 Definitions	1
ARTICLE II	PARTICIPATION	4
	2.1 Designation of Participation	4
	2.2 Effect of Designation	5
ARTICLE III	RETENTION BONUS AMOUNT	5
	3.1 Determination of Individual Retention Bonus Amounts	5
	3.2 Aggregate Retention Bonus Amounts	5
	3.3 Effect of Retention Bonus Amount Determination	5
ARTICLE IV	PAYMENT OF RETENTION BONUS	6
	4.1 Payment Schedules	6
	4.2 Effect of Termination of Employment	6
	4.3 Payment Timing	7
	4.4 Withholding	7
ARTICLE V	ADMINISTRATION	7
	5.1 Committee	7
	5.2 Plan Administrator	7
	5.3 Committee Action	7
	5.4 Powers and Duties of the Committee	8
	5.5 Powers and Duties of the Plan Administrator	8
	5.6 Information	8
	5.7 Compensation, Expenses and Indemnity	9
	5.8 Disputes	9
ARTICLE VI	MISCELLANEOUS	10
	6.1 Unsecured General Creditor	10
	6.2 Restriction Against Assignment	10
	6.3 Amendment, Modification, Suspension or Termination	11
	6.4 Governing Law	11
	6.5 Receipt or Release	11
	6.6 Payments on Behalf of Persons Under Incapacity	11
	6.7 Limitation of Rights and Employment Relationship	11
	6.8 No Setoff	12
	6.9 Section 409A	12
	6.1 Limitation on Benefits	12
	6.11 Headings	13
APPENDIX A		14

## **SMITHFIELD FOODS, INC.**

### **RETENTION BONUS PLAN**

On May 28, 2013, Smithfield Foods, Inc., a Virginia corporation (the “Company”), entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Shuanghui International Holdings Limited, a corporation formed under the laws of the Cayman Islands (“Parent”) and Sun Merger Sub, Inc., a Virginia corporation and wholly owned subsidiary of Parent (“Merger Sub”), pursuant to which Merger Sub will merge with and into the Company (the “Merger”), with the Company surviving the Merger as a wholly owned subsidiary of Parent.

The Board and Compensation Committee of the Board approved a retention bonus program in connection with the Merger for certain of the Company’s officers and other key employees. This Smithfield Foods, Inc. Retention Bonus Plan (the “Plan”) implements this executive retention bonus program in the Merger Agreement. The Merger closed on September 26, 2013.

### **ARTICLE I** **DEFINITIONS**

#### **1.1 Definitions.**

Whenever the following words and phrases are used in this Plan, with the first letter capitalized, they shall have the meanings specified below.

- (a) “Affiliate” means, with respect to the Company, any other entity which, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Company.
- (b) “Beneficiary” or “Beneficiaries” shall mean the person or persons, including a trustee, personal representative or other fiduciary, last designated in writing by a Participant in accordance with procedures established by the Plan Administrator to receive the Plan benefits in the event of the Participant’s death. No beneficiary designation shall become effective until it is filed with the Plan Administrator. Any designation shall be revocable at any time in writing filed by the Participant with the Plan Administrator with or without the consent of the previous Beneficiary. If there is no designation or if there is no surviving designated Beneficiary, then the Participant’s surviving spouse shall be the Beneficiary. If there is no surviving spouse to receive any benefits payable in accordance with the preceding sentence, the duly appointed and currently acting personal representative of the Participant’s estate (which shall include either the Participant’s probate estate or living trust) shall be the Beneficiary. In any case where there is no such personal representative of the Participant’s estate duly appointed and acting in that capacity within 90 days after the Participant’s death (or such extended period as the Plan Administrator determines is reasonably necessary to allow such personal representative to be appointed, but not to exceed 180 days after the Participant’s death), the Beneficiary shall mean the person or persons

who can verify by affidavit or court order to the satisfaction of the Plan Administrator that they are legally entitled to receive the Plan benefits. If any amount is payable under the Plan to a minor, payment shall be made (a) to that person's living parent(s) to act as custodian, (b) if that person's parents are then divorced, and one parent is the sole custodial parent, to such custodial parent, or (c) if no parent of that person is then living, to a custodian selected by the Plan Administrator to hold the funds for the minor under the Uniform Transfers or Gifts to Minors Act in effect in the jurisdiction in which the minor resides. If no parent is living and the Plan Administrator decides not to select another custodian to hold the funds for the minor, then payment shall be made to the duly appointed and currently acting guardian of the estate for the minor or, if no guardian of the estate for the minor is duly appointed and currently acting within 60 days after the date the amount becomes payable, payment shall be deposited with the court having jurisdiction over the estate of the minor. Payment by the Company pursuant to this section of all benefits owed under the Plan shall terminate any and all liability of the Company.

- (c) "Board of Directors" or "Board" shall mean the Board of Directors of Smithfield Foods, Inc.
- (d) "Change in Control" shall mean the consummation of the Merger.
- (e) "Change in Control Protection Period" shall mean the period from September 26, 2013 to September 26, 2016.
- (f) "Code" shall mean the Internal Revenue Code of 1986, as amended.
- (g) "Committee" shall mean the Committee established in accordance with Article IV.
- (h) "Disability" shall mean a disability within the meaning of Code Section 409A(a)(2)(C) and U.S. Treasury Regulations Section 1.409A-3(i)(4) (or any successor provision).
- (i) "Good Reason" shall mean (a) a material diminution in the Participant's duties or responsibilities or the duties or responsibilities of the position to whom the Participant is required to report, in either case from those in effect immediately prior to the Change in Control (if such diminution occurs during the Change in Control Protection Period), as applicable (provided, however, that solely for the Participant who is the chief executive officer of the Company immediately prior to a Change in Control (the "CEO") and each Participant who reports directly to the chief executive officer of the Company immediately prior to a Change in Control (a "Direct Report"), after a Change in Control: (i) the fact that any such Participant ceases to hold duties or responsibilities that are specific to such Participant's position at a public company as the Company exists immediately prior to the Change in Control, solely because the Company ceases to be a public company upon the Change in Control, shall not be considered to be a material diminution in such Participant's duties or responsibilities hereunder), (ii) the fact that the CEO ceases to report to a board of directors of a public company shall not be considered to be a material diminution

hereunder so long as such Participant reports to another governing body at least equal in status to the board of directors of the Company, and (iii) the fact that any Direct Report ceases to report to the position of CEO shall not be considered to be a material diminution hereunder so long as such Participant reports to the chief executive officer of the Company (or its successor entity after a Change in Control) or other position at least equal in status to the chief executive officer of the Company (or its successor entity after a Change in Control); (b) a material reduction in the Participant's annual base salary as of immediately prior to the Change in Control (if such reduction occurs during the Change in Control Protection Period), as applicable; (c) a material reduction in the Participant's annual target bonus opportunity as of immediately prior to the Change in Control (if such reduction occurs during the Change in Control Protection Period), as applicable; or (d) the relocation of the Participant's principal place of employment to a location more than 50 miles from the Participant's principal place of employment immediately prior to the Change in Control (if such relocation occurs during the Change in Control Protection Period), as applicable, except for required travel on the Company's business to an extent substantially consistent with the Participant's business travel obligations as of immediately prior to the Change in Control. The Participant shall provide the Company with a written notice of resignation within ninety (90) days following the occurrence of the event constituting Good Reason and the Company shall have a period of thirty (30) days following its receipt of such notice in which to cure such event without such event constituting Good Reason.

(j) "Participant" shall mean an employee of the Company who is entitled to receive a Retention Bonus by agreement or by designation by the Committee.

(k) "Payment Date" shall mean any of the dates provided in Article IV that are applicable to the Participant.

(l) "Plan" shall mean the Smithfield Foods, Inc. Retention Bonus Plan set forth herein, now in effect, or as amended from time to time.

(m) "Retention Bonus" shall mean the total amount potentially payable to a Participant under the Plan as set forth in an agreement with the Participant or as designated by the Committee.

(n) "Severance Plan" shall mean the Smithfield Foods, Inc. Change in Control Executive Severance Plan, as in effect on the Effective Date.

(o) "Termination for Cause" or "Terminated for Cause" shall mean cessation of a Participant's employment by the Company because the Participant has: (a) willfully and continually failed to substantially perform, or been grossly negligent in the discharge of, his or her duties to the Company or any of its subsidiaries (in any case, other than by reason of a disability, physical or mental illness or analogous condition), which failure or negligence continues for a period of 10 business days after a written demand for performance is delivered to the Participant by the Board, which specifically identifies the manner in which the Board believes that the Participant has not substantially performed, or been grossly negligent in the discharge of, his or her duties; (b) been convicted of or pled

nolo contendere to a felony; or (c) materially and willfully breached any agreement with the Company, any of its subsidiaries or any Affiliate of the Company or any of its subsidiaries. No act or failure to act on the part of the Participant shall be deemed “willful” unless done, or omitted to be done, by the Participant not in good faith or without reasonable belief that the Participant’s act or failure to act was in the best interests of the Company.

## **ARTICLE II** **PARTICIPATION**

### **2.1 Determination of Participation**

A Participant shall become a Participant in the Plan as follows:

(a) The CEO and the five Direct Reports who participate in the Plan through a prior written agreement entered into with the Company in connection with the Board’s approval of the retention bonus program are Participants as of the date of their respective agreements.

(b) An employee who is a Participant by designation by the Committee shall become a Participant when the Committee makes a written designation that the employee is a Participant.

## **ARTICLE III** **RETENTION BONUS AMOUNT**

### **3.1 Determination of Individual Retention Bonus Amounts**

The Retention Bonus for a Participant who has an agreement with the Company pursuant to Section 2.1(a) shall be set forth in such agreement, and the Retention Bonus for a Participant who has been designated by the Committee pursuant to Section 2.1(b) shall be contained on one or more schedules approved by the Committee. The amount of the Retention Bonus will be provided in writing to the Participant. The determination of the amount of a Retention Bonus may be made at different times for different Participants.

### **3.2 Aggregate Retention Bonus Amounts**

The aggregate of all Retention Bonuses for all Participants who are designated by the Committee under Section 2.1(b) shall be \$23,952,075. If any Retention Bonus is forfeited by a Participant pursuant to Section 4.1, the forfeited amount is not available for allocation to any other Participant.

### **3.3 Effect of Retention Bonus Amount Determination.**

The amount of the Retention Bonus for a Participant may not be reduced after the amount of the Retention Bonus is provided in writing to the Participant, without the Participant's consent.

## **ARTICLE IV** **PAYMENT OF RETENTION BONUS**

### **4.1 Payment Schedules.**

Subject to Sections 4.2 and 4.3, the Retention Bonus shall be payable in cash on the Payment Dates described below. Except as provided in Section 4.2, a Participant must be an employee of the Company or an Affiliate on the Payment Date to receive the scheduled portion of the Retention Bonus.

(a) For a Participant who is a participant under an agreement with the Company under Section 2.1(a), the Retention Bonus shall be paid in four (4) equal installments on the following Payment Dates.

- (1) March 26, 2014,
- (2) September 26, 2014,
- (3) September 26, 2015, and
- (4) September 26, 2016.

(b) For a Participant who is designated by the Committee under Section 2.1(b), the Retention Bonus shall be paid in three (3) equal installments on the following Payment Dates.

- (1) September 26, 2014,
- (2) September 26, 2015, and
- (3) September 26, 2016.

### **4.2 Effect of Termination of Employment.**

(a) If a Participant voluntarily terminates his employment with the Company or an Affiliate or is involuntarily Terminated for Cause by the Company or an Affiliate, the Participant shall forfeit the right to receive any portion of the Retention Bonus that would otherwise be paid on a Payment Date after the Participant's termination of employment.

(b) If a Participant voluntarily terminates with Good Reason, is involuntarily terminated by the Company or an Affiliate other than a Termination for Cause, dies or incurs a Disability before the last Payment Date, the remaining unpaid installments of the Retention Bonus will be paid in a single lump sum to the Participant or his Beneficiary within sixty (60) days after the event.

#### **4.3 Payment Timing.**

Payment of the Retention Bonus shall be made with the next scheduled payroll for the Participant following a Payment Date.

#### **4.4 Withholding.**

There shall be deducted from each payment made under the Plan all taxes which are required to be withheld by the Company in respect to such payment. The Company shall have the right to reduce any payment by the amount of these taxes.

### **ARTICLE V ADMINISTRATION**

#### **5.1 Committee.**

The Committee shall consist of the Chief Executive Officer of the Company and an individual appointed by the Parent.

#### **5.2 Plan Administrator.**

The Chief Executive Officer of the Company shall appoint one or more Company employees to be the Plan Administrator and may change the appointment from time to time in his discretion.

#### **5.3 Committee Action.**

The Committee shall act at meetings by affirmative vote of a majority of the members of the Committee. Any action permitted to be taken at a meeting may be taken without a meeting if, prior to such action, a written consent to the action is signed by all members of the Committee and such written consent is filed with the minutes of the proceedings of the Committee. A member of the Committee shall not vote or act upon any matter which relates solely to himself or herself as a Participant. The Chairman or any other member or members of the Committee designated by the Chairman may execute any certificate or other written direction on behalf of the Committee.

#### 5.4 Powers and Duties of the Committee.

The Committee, on behalf of the Participants and their Beneficiaries, shall enforce the Plan in accordance with its terms and shall have all powers necessary to accomplish its purposes. The Committee shall have full discretion to construe and interpret the terms and provisions of this Plan, which interpretations or construction shall be final and binding on all parties, including but not limited to the Company and any Participant or Beneficiary. The Committee shall construe and interpret such terms and provisions in a uniform and nondiscriminatory manner and in full accordance with any and all laws applicable to the Plan.

#### 5.5 Powers and Duties of the Plan Administrator.

The Plan Administrator shall be charged with the general administration of the Plan, and shall have all powers necessary to accomplish its purposes, including, but not by way of limitation, the following:

- (a) To compute and certify to the amount and kind of benefits payable to Participants and their Beneficiaries;
- (b) To maintain all records that may be necessary for the administration of the Plan;
- (c) To provide for the disclosure of all information and the filing or provision of all reports and statements to Participants, Beneficiaries or governmental agencies as shall be required by law;
- (d) To make and publish such rules for the regulation of the Plan and procedures for the administration of the Plan as are not inconsistent with the terms hereof;
- (e) To appoint agents, and to delegate to them such powers and duties in connection with the administration of the Plan as the Plan Administrator may from time to time prescribe; and
- (f) To take all actions necessary for the administration of the Plan.

#### 5.6 Information.

To enable the Committee and the Plan Administrator to perform their functions, the Company shall supply full and timely information to the Committee and the Plan Administrator on all matters relevant to the Plan relating to Participants, their death or other events which cause termination of their participation in this Plan, and such other pertinent facts as the Committee and the Plan Administrator may require.

## 5.7 Compensation, Expenses and Indemnity.

(a) The members of the Committee and the Plan Administrator shall serve without compensation for their services hereunder.

(b) The Committee is authorized at the expense of the Company to employ such legal counsel as it may deem advisable to assist in the performance of its duties hereunder. Expenses and fees in connection with the administration of the Plan shall be paid by the Company.

(c) To the extent permitted by applicable state law, the Company shall indemnify and save harmless the Committee and each member thereof, the Plan Administrator and each member thereof, the Board of Directors and any delegate of the Committee or the Plan Administrator who is an employee of the Company against any and all expenses, liabilities and claims, including legal fees to defend against such liabilities and claims arising out of their discharge in good faith of responsibilities under or incident to the Plan, other than expenses and liabilities arising out of willful misconduct. This indemnity shall not preclude such further indemnities as may be available under insurance purchased by the Company or provided by the Company under any bylaw, agreement or otherwise, as such indemnities are permitted under state law.

## 5.8 Disputes.

### (a) Claim.

A person who believes that he or she is being denied a benefit to which he or she is entitled under this Plan (hereinafter referred to as "Claimant") must file a written request for such benefit with the Committee, setting forth his or her claim. The request must be addressed to the Plan Administrator at the Company's principal place of business.

### (b) Claim Decision.

Upon receipt of a claim, the Committee shall advise the Claimant that a reply will be forthcoming within ninety (90) days and shall, in fact, deliver such reply within such period. The Committee may, however, extend the reply period for an additional ninety (90) days for special circumstances.

If the claim is denied in whole or in part, the Committee shall inform the Claimant in writing, using language calculated to be understood by the Claimant, setting forth: (A) the specified reason or reasons for such denial; (B) the specific reference to pertinent provisions of this Plan on which such denial is based; (C) a description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation of why such material or such information is necessary; (D) appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review; and (E) the time limits for requesting a review under subsection (c).

(c) Request For Review.

Within sixty (60) days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that the Board of Directors review the determination of the Committee. Such request must be addressed to the Secretary of the Company, at its then-principal place of business. The Claimant or his or her duly authorized representative may, but need not, review the pertinent documents and submit issues and comments in writing for consideration by the Board of Directors. If the Claimant does not request a review within such sixty-(60) day period, he or she shall be barred and estopped from challenging the Company's determination.

(d) Review of Decision.

Within sixty (60) days after the Board of Directors' receipt of a request for review, after considering all materials presented by the Claimant, the Board of Directors will inform the Participant in writing, in a manner calculated to be understood by the Claimant, the decision setting forth the specific reasons for the decision containing specific references to the pertinent provisions of this Plan on which the decision is based. If special circumstances require that the sixty (60) day time period be extended, the Board of Directors will so notify the Claimant and will render the decision as soon as possible, but no later than one hundred twenty (120) days after receipt of the request for review.

## **ARTICLE VI** **MISCELLANEOUS**

6.1 Unsecured General Creditor.

Participants and their Beneficiaries, heirs, successors, and assigns shall have no legal or equitable rights, claims, or interest in any specific property or assets of the Company. No assets of the Company shall be held in any way as collateral security for the fulfilling of the obligations of the Company under this Plan. Any and all of the Company's assets shall be, and remain, the general unpledged, unrestricted assets of the Company. The Company's obligation under the Plan shall be merely that of an unfunded and unsecured promise of the Company to pay money in the future, and the rights of the Participants and Beneficiaries shall be no greater than those of unsecured general creditors. It is the intention of the Company that this Plan be unfunded for purposes of the Code and for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended.

6.2 Restriction Against Assignment.

The Company shall pay all amounts payable hereunder only to the person or persons designated by the Plan and not to any other person or corporation. No part of a Participant's Retention Bonus shall be liable for the debts, contracts, or engagements of any Participant, his or her Beneficiary, or successors in interest, nor shall a Participant's Retention Bonus

be subject to execution by levy, attachment, or garnishment or by any other legal or equitable proceeding, nor shall any such person have any right to alienate, anticipate, sell, transfer, commute, pledge, encumber, or assign any benefits or payments hereunder in any manner whatsoever. If any Participant, Beneficiary or successor in interest is adjudicated bankrupt or purports to anticipate, alienate, sell, transfer, commute, assign, pledge, encumber or charge any distribution or payment from the Plan, voluntarily or involuntarily, the Plan Administrator, in its discretion, may cancel such distribution or payment (or any part thereof) to or for the benefit of such Participant, Beneficiary or successor in interest in such manner as the Committee shall direct.

**6.3 Amendment, Modification, Suspension or Termination.**

The Plan may be amended by the Board of Directors, provided that the Plan may not be amended if such amendment would in any manner be adverse to the interests of any Participant, except that, notwithstanding the foregoing, the Plan may be amended at any time and in any manner necessary to comply with applicable law, including, but not limited to Code Section 409A.

**6.4 Governing Law.**

This Plan shall be construed, governed and administered in accordance with the laws of the Commonwealth of Virginia.

**6.5 Receipt or Release.**

Any payment to a Participant, the Participant's Beneficiary or otherwise in accordance with the provisions of the Plan shall, to the extent thereof, be in full satisfaction of all claims against the Committee and the Company. The Plan Administrator may require a Participant or Beneficiary, as a condition precedent to a payment, to execute a receipt and release.

**6.6 Payments on Behalf of Persons Under Incapacity.**

In the event that any amount becomes payable under the Plan to a person who, in the sole judgment of the Plan Administrator, is considered by reason of physical or mental condition to be unable to give a valid receipt therefore, the Plan Administrator may direct that the payment be made to any person found by the Plan Administrator, in its sole judgment, to have assumed the care of the person. Any payment made pursuant to the determination shall constitute a full release and discharge of the Plan, the Plan Administrator and the Company.

**6.7 Limitation of Rights and Employment Relationship.**

Neither the establishment of the Plan nor any modification thereof, nor the creating of any fund or account, nor the payment of any benefits shall be construed as giving to any Participant or other person any legal or equitable right against the Company except as

provided in the Plan; and in no event shall the terms of employment of any employee or Participant be modified or in any way be affected by the provisions of the Plan. Nothing contained in this Plan shall be construed to be an employment contract between a Participant and the Company.

**6.8 No Setoff**

Payment of a Retention Bonus shall be in addition to any other amounts otherwise payable to the Participant, including any severance or other payments under the Severance Plan. No payments or benefits payable to or with respect to the Participant pursuant to this Plan shall be reduced by any amount the Participant may owe to the Company, or by any amount the Participant may earn or receive from employment with another employer or from any other source.

**6.9 Section 409A**

The payments provided under this Plan are intended to be exempt from Code Section 409A because the payments only provide a short-term deferral within the meaning of Treasury Regulation Section 1.409A-1(b)(4) (or any successor or replacement section thereto). The Plan shall be administered in a manner consistent with such intent.

**6.10 Limitation on Benefits**

If any payment of a Retention Bonus received or to be received by a Participant would be (in whole or part) subject to the excise tax imposed by Section 4999 of the Code, or any successor provision thereto, or any similar tax imposed by state or local law, or any interest or penalties with respect to such excise tax (such tax or taxes, together with any such interest and penalties, are hereafter collectively referred to as the “Excise Tax”), then, any payment due to the Participant under the Severance Plan shall first be reduced, and then the payments provided under this Plan shall be reduced in chronological order to the extent necessary to make such payments and benefits not subject to such Excise Tax, but only if such reduction results in a higher after-tax payment to the Participant after taking into account the Excise Tax and any additional taxes the Participant would pay if such payments and benefits were not reduced.

**6.11 Headings**

Headings and subheadings in this Plan are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof.

IN WITNESS WHEREOF, the Company has caused this Smithfield Foods, Inc. Retention Bonus Plan to be executed by its duly authorized representative on this 26th day of September, 2013.

**SMITHFIELD FOODS, INC.**

By /s/ Michael H. Cole

Name: Michael H. Cole

Title: Vice President and Chief Legal Officer

**SMITHFIELD FOODS, INC.**

**NONCOMPETE, NONSOLICITATION AND NONDISCLOSURE AGREEMENT**

THIS AGREEMENT is made by and between Smithfield Foods, Inc., a Virginia corporation (“Smithfield”) and C. Larry Pope (the “Executive”) as of the date below.

WHEREAS, Smithfield entered into an Agreement and Plan of Merger with Shuanghui International Holdings Limited, a corporation formed under the laws of the Cayman Islands (“Shaunghui”) and Sun Merger Sub, Inc., a Virginia corporation and wholly owned subsidiary of Shaunghui (“Merger Sub”), pursuant to which Merger Sub will merge with and into Smithfield (the “Merger”), with Smithfield surviving the Merger as a wholly owned subsidiary of Shaunghui,

WHEREAS, the Executive has been employed by Smithfield as its President and Chief Executive Officer, and Smithfield and the Executive intend that he continue in that position following the Merger;

WHEREAS, the Executive acknowledges that, as a result of the Executive’s historic employment by Smithfield and the Executive’s ongoing employment with Smithfield, the Executive has and/or will become familiar with the trade secrets of Smithfield and its subsidiaries (collectively, the “Company”). The Executive acknowledges and agrees that the Company would be irreparably damaged if the Executive directly or, indirectly through another Person, were to compete with the Company or provide services to any Person competing with the Company during the period covered by this Agreement (except as expressly permitted hereunder) and that such competition by the Executive would result in a significant loss of goodwill by the Company;

WHEREAS, the parties acknowledge that the Executive has had and will have access to and has obtained and shall continue to have access to and obtain proprietary knowledge, know-how, information, training and experience with respect to the Company, and has developed and/or will develop relationships with the Company’s lenders, customers, vendors, employees and others having business relationships with them, and there is a substantial probability that such proprietary knowledge, know-how, information, training, experience and relationships could be used to the substantial advantage of a competitor of the Company, and to the substantial detriment of the Company;

WHEREAS, Smithfield and the Executive acknowledge that any competition by the Executive would be especially harmful for the critical period for the Company following the Merger,

WHEREAS, the Executive acknowledges that his consent to an amendment to Smithfield Foods, Inc. Retention Bonus Plan is a condition to his receiving the benefits of this Agreement and he agrees to provide his consent to that amendment; and

---

WHEREAS, Smithfield acknowledges that it will be significantly benefited by the provisions of this Agreement that would prevent the Executive from competing with Smithfield following a termination of the Executive's employment;

NOW THEREFORE, in consideration of the promises and obligations by and between the parties under this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In exchange for the payments described on Annex 1 attached hereto, the Executive agrees as follows:

(a) For the period beginning at the effective time of the Merger and continuing until the third anniversary thereof (the "Restriction Period"), the Executive will not engage in any Competitive Activity (as defined below) within the Prohibited Territory (as defined below); and/or (b) as an employee, agent, partner, shareholder, member, investor, director, consultant, or otherwise assist others to engage in Competitive Activity within the Prohibited Territory. For purposes of this Agreement, the following terms shall have the following meanings:

(i) "Competitive Activity" means: (A) engaging in any aspect of the Business (as defined below) that the Executive was involved with on behalf of the Company at any time during the last twelve (12) months of the Executive's employment with the Company; (B) engaging in work for a competitor of the Company that is substantially similar to the work the Executive performed on behalf of the Company at any time during the last twelve (12) months of employment with the Company; and/or (C) engaging in any work for a competitor of the Company that is likely to result in the Executive's use or disclosure of any Confidential Information. Notwithstanding the preceding, neither owning the stock or options to acquire stock totaling less than five percent (5%) of the outstanding shares in a public company, nor work during the Executive's employment by Smithfield as required by and for the benefit of the Company, shall constitute by itself Competitive Activity.

(ii) "Business" means: (i) the business of hog producing and pork processing, including the production and marketing of fresh meat and packaged meats products both in the United States and internationally; and (ii) the business engaged in by the Company when the Executive's employment with Smithfield ends.

(iii) "Prohibited Territory" means: (a) the United States, Poland, Romania, the United Kingdom, Western Europe, Mexico and the People's Republic of China, and (b) the territory that the Executive assisted the Company to engage in its business within at any time during the last twelve (12) months of the Executive's employment with Smithfield.

(b) During the Restriction Period, the Executive will not (i) solicit, encourage, cause or attempt to cause any Restricted Customer (as defined below) to purchase any

services or products from any business other than the Company that are competitive with or a substitute for the services or products offered by the Company; (ii) sell or provide any services or products to any Restricted Customer that are competitive with or substitute for the Company's services or products; (iii) solicit, encourage, cause or attempt to cause any supplier of goods or services to the Company not to do business with or to reduce any part of its business, with the Company; or (iv) make any disparaging remarks about the Company or its business, services, affiliates, officers, managers, directors or management employees, whether in writing, verbally, or on any online forum. For purposes of this Agreement, "Restricted Customer" means: (A) any customer of the Company with whom the Employee had contact or communications at any time during the Employee's last twelve (12) months as a Company employee; (II) any customer of the Company for whom the Employee supervised the Company's dealings at any time during the Employee's last twelve (12) months as a Company employee; and/or (III) any customer of the Company about whom the Employee obtained any Confidential Information during the Employee's last twelve (12) months as a Company employee.

(c) During the Restriction Period, the Executive shall not, directly or indirectly: (i) hire or engage as an employee or as an independent contractor any person employed by the Company; (ii) solicit or encourage any employee or independent contractor to leave his or her employment or engagement with the Company; and/or (iii) hire or engage any person employed or engaged by the Company as of the Employee's last day of employment with the Company unless that person has been separated from the Company for over twelve (12) months

(d) The Executive acknowledges that his employment with the Company creates a privileged and confidential relationship between him and the Company, and that information concerning the business of the Company that is not in the public domain, nor available from sources other than the Company, including but not limited to, customer lists, pricing and cost data, customer accounts, trade secrets, product ideas, information and reports, formulas, algorithms, schematics, finances, methodologies, properties, analyses, summaries, notes, compilations, studies, methods of operation, procedures, processes, discoveries, inventions, concepts, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, operations, and information regarding employees, software in various states of development and related documentation, designs, drawings, design specifications, techniques, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, copyrightable materials and other such information, as well as photo, electronic or other copies or reproductions, in whole or in part, of any of the foregoing,

stored in whatever medium, including electronic or magnetic, (collectively, "Proprietary Information"), is confidential and/or proprietary in nature.

(i) The Executive agrees not to use any Proprietary Information, either directly or indirectly, that may be acquired or developed in connection with his employment with Smithfield for his own benefit or for the benefit of others. In addition, except as directed by the Company, he will not: (A) release, divulge, disclose, publish or communicate any Proprietary Information to any person whatsoever at any time, or (B) misappropriate, copy, remove from its premises, or otherwise take documents, records, reports, or files, whether in hardcopy or electronic format, which contain any Proprietary Information.

(ii) These restrictions on use and disclosure of Proprietary Information shall not apply to information: (a) that was generally known or available to the public (other than by reason of any violation of this Agreement by the undersigned); (b) that becomes generally known or available to the public (other than by reason of any violation by the undersigned of this Agreement) after the time of disclosure to the Executive by the Company or any of its representatives; (c) which was known or available to the Executive prior to his employment with the Company; (d) that the Company agrees is free of such restrictions, but only if such agreement is in writing and to the extent of such written agreement; or (e) that is required to be disclosed by law, regulation, or the valid order of a court or other governmental body, but only to the extent required by such law, regulation, or order, and only if the Executive first notifies the Company of the law, regulation, or order so as to permit the Company an opportunity to seek relief from disclosure.

2. The parties agree to the reasonableness of the restrictions, covenants and other provisions set forth in this Agreement and acknowledge that they have been negotiated at arms-lengths for fair and adequate consideration, and they agree that such restrictions, covenants and forfeiture provisions shall be legally enforceable. The Executive agrees that the Company's remedies at law for a breach of such restrictions, covenants or forfeiture provisions will be inadequate and that, in connection with any such breach, the Company will be entitled, in addition to any other available remedies, to temporary and permanent injunctive relief without the necessity of proving actual damage or immediate or irreparable harm or for posting a bond. Notwithstanding the foregoing, if any court shall determine such restrictions, covenants or forfeiture provisions to be unreasonable, the parties agree to the reformation of such restrictions by the court to limits which it finds to be reasonable and that the Executive will not assert that such restrictions, covenants or forfeiture provisions should be eliminated in their entirety by such court or that this Agreement should be null and void or voidable.

3. In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement are held to be excessively broad as to duration, scope, activity or subject, such provisions will be construed by limiting and reducing them so as to be enforceable to the maximum extent compatible with applicable law.

4. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to the conflict of laws principles of any jurisdiction.

/s/ C. Larry Pope \_\_\_\_\_ 9/25/2013 \_\_\_\_\_  
C. Larry Pope Date

/s/ Michael H. Cole \_\_\_\_\_ 9/25/2013 \_\_\_\_\_  
Smithfield Foods, Inc. Date

By: Michael H. Cole \_\_\_\_\_

Title: Vice President and Chief Legal Officer \_\_\_\_\_

ANNEX 1

C. LARRY POPE

The payment dates are the anniversaries of the closing date of the Merger or the next business day as follows:

<u>Payment #</u>	<u>Payment Date</u>	<u>Amount</u>
1.	Six-month Anniversary	\$1,250,000.00
2.	First Anniversary	\$1,250,000.00
3.	Second Anniversary	\$1,250,000.00
4.	Third Anniversary	\$1,250,000.00

**SMITHFIELD FOODS, INC.**

**NONCOMPETE, NONSOLICITATION AND NONDISCLOSURE AGREEMENT**

THIS AGREEMENT is made by and between Smithfield Foods, Inc., a Virginia corporation ("Smithfield") and Robert W. Manly IV (the "Executive") as of the date below.

WHEREAS, Smithfield entered into an Agreement and Plan of Merger with Shuanghui International Holdings Limited, a corporation formed under the laws of the Cayman Islands ("Shaunghui") and Sun Merger Sub, Inc., a Virginia corporation and wholly owned subsidiary of Shaunghui ("Merger Sub"), pursuant to which Merger Sub will merge with and into Smithfield (the "Merger"), with Smithfield surviving the Merger as a wholly owned subsidiary of Shaunghui,

WHEREAS, the Executive has been employed by Smithfield as its Executive Vice President- Chief Financial Officer and President of Murphy Brown, Inc., and Smithfield and the Executive intend that he continue in those positions following the Merger;

WHEREAS, the Executive acknowledges that, as a result of the Executive's historic employment by Smithfield and the Executive's ongoing employment with Smithfield, the Executive has and/or will become familiar with the trade secrets of Smithfield and its subsidiaries (collectively, the "Company"). The Executive acknowledges and agrees that the Company would be irreparably damaged if the Executive directly or, indirectly through another Person, were to compete with the Company or provide services to any Person competing with the Company during the period covered by this Agreement (except as expressly permitted hereunder) and that such competition by the Executive would result in a significant loss of goodwill by the Company;

WHEREAS, the parties acknowledge that the Executive has had and will have access to and has obtained and shall continue to have access to and obtain proprietary knowledge, know-how, information, training and experience with respect to the Company, and has developed and/or will develop relationships with the Company's lenders, customers, vendors, employees and others having business relationships with them, and there is a substantial probability that such proprietary knowledge, know-how, information, training, experience and relationships could be used to the substantial advantage of a competitor of the Company, and to the substantial detriment of the Company;

WHEREAS, Smithfield and the Executive acknowledge that any competition by the Executive would be especially harmful for the critical period for the Company following the Merger,

WHEREAS, the Executive acknowledges that his consent to an amendment to Smithfield Foods, Inc. Retention Bonus Plan is a condition to his receiving the benefits of this Agreement and he agrees to provide his consent to that amendment; and

---

WHEREAS, Smithfield acknowledges that it will be significantly benefited by the provisions of this Agreement that would prevent the Executive from competing with Smithfield following a termination of the Executive's employment;

NOW THEREFORE, in consideration of the promises and obligations by and between the parties under this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In exchange for the payments described on Annex 1 attached hereto, the Executive agrees as follows:

(a) For the period beginning at the effective time of the Merger and continuing until the third anniversary thereof (the "Restriction Period"), the Executive will not engage in any Competitive Activity (as defined below) within the Prohibited Territory (as defined below); and/or (b) as an employee, agent, partner, shareholder, member, investor, director, consultant, or otherwise assist others to engage in Competitive Activity within the Prohibited Territory. For purposes of this Agreement, the following terms shall have the following meanings:

(i) "Competitive Activity" means: (A) engaging in any aspect of the Business (as defined below) that the Executive was involved with on behalf of the Company at any time during the last twelve (12) months of the Executive's employment with the Company; (B) engaging in work for a competitor of the Company that is substantially similar to the work the Executive performed on behalf of the Company at any time during the last twelve (12) months of employment with the Company; and/or (C) engaging in any work for a competitor of the Company that is likely to result in the Executive's use or disclosure of any Confidential Information. Notwithstanding the preceding, neither owning the stock or options to acquire stock totaling less than five percent (5%) of the outstanding shares in a public company, nor work during the Executive's employment by Smithfield as required by and for the benefit of the Company, shall constitute by itself Competitive Activity.

(ii) "Business" means: (i) the business of hog producing and pork processing, including the production and marketing of fresh meat and packaged meats products both in the United States and internationally; and (ii) the business engaged in by the Company when the Executive's employment with Smithfield ends.

(iii) "Prohibited Territory" means: (a) the United States, Poland, Romania, the United Kingdom, Western Europe, Mexico and the People's Republic of China, and (b) the territory that the Executive assisted the Company to engage in its business within at any time during the last twelve (12) months of the Executive's employment with Smithfield.

(b) During the Restriction Period, the Executive will not (i) solicit, encourage, cause or attempt to cause any Restricted Customer (as defined below) to purchase any

services or products from any business other than the Company that are competitive with or a substitute for the services or products offered by the Company; (ii) sell or provide any services or products to any Restricted Customer that are competitive with or substitute for the Company's services or products; (iii) solicit, encourage, cause or attempt to cause any supplier of goods or services to the Company not to do business with or to reduce any part of its business, with the Company; or (iv) make any disparaging remarks about the Company or its business, services, affiliates, officers, managers, directors or management employees, whether in writing, verbally, or on any online forum. For purposes of this Agreement, "Restricted Customer" means: (A) any customer of the Company with whom the Employee had contact or communications at any time during the Employee's last twelve (12) months as a Company employee; (II) any customer of the Company for whom the Employee supervised the Company's dealings at any time during the Employee's last twelve (12) months as a Company employee; and/or (III) any customer of the Company about whom the Employee obtained any Confidential Information during the Employee's last twelve (12) months as a Company employee.

(c) During the Restriction Period, the Executive shall not, directly or indirectly: (i) hire or engage as an employee or as an independent contractor any person employed by the Company; (ii) solicit or encourage any employee or independent contractor to leave his or her employment or engagement with the Company; and/or (iii) hire or engage any person employed or engaged by the Company as of the Employee's last day of employment with the Company unless that person has been separated from the Company for over twelve (12) months

(d) The Executive acknowledges that his employment with the Company creates a privileged and confidential relationship between him and the Company, and that information concerning the business of the Company that is not in the public domain, nor available from sources other than the Company, including but not limited to, customer lists, pricing and cost data, customer accounts, trade secrets, product ideas, information and reports, formulas, algorithms, schematics, finances, methodologies, properties, analyses, summaries, notes, compilations, studies, methods of operation, procedures, processes, discoveries, inventions, concepts, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, operations, and information regarding employees, software in various states of development and related documentation, designs, drawings, design specifications, techniques, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, copyrightable materials and other such information, as well as photo, electronic or other copies or reproductions, in whole or in part, of any of the foregoing,

stored in whatever medium, including electronic or magnetic, (collectively, "Proprietary Information"), is confidential and/or proprietary in nature.

(i) The Executive agrees not to use any Proprietary Information, either directly or indirectly, that may be acquired or developed in connection with his employment with Smithfield for his own benefit or for the benefit of others. In addition, except as directed by the Company, he will not: (A) release, divulge, disclose, publish or communicate any Proprietary Information to any person whatsoever at any time, or (B) misappropriate, copy, remove from its premises, or otherwise take documents, records, reports, or files, whether in hardcopy or electronic format, which contain any Proprietary Information.

(ii) These restrictions on use and disclosure of Proprietary Information shall not apply to information: (a) that was generally known or available to the public (other than by reason of any violation of this Agreement by the undersigned); (b) that becomes generally known or available to the public (other than by reason of any violation by the undersigned of this Agreement) after the time of disclosure to the Executive by the Company or any of its representatives; (c) which was known or available to the Executive prior to his employment with the Company; (d) that the Company agrees is free of such restrictions, but only if such agreement is in writing and to the extent of such written agreement; or (e) that is required to be disclosed by law, regulation, or the valid order of a court or other governmental body, but only to the extent required by such law, regulation, or order, and only if the Executive first notifies the Company of the law, regulation, or order so as to permit the Company an opportunity to seek relief from disclosure.

2. The parties agree to the reasonableness of the restrictions, covenants and other provisions set forth in this Agreement and acknowledge that they have been negotiated at arms-lengths for fair and adequate consideration, and they agree that such restrictions, covenants and forfeiture provisions shall be legally enforceable. The Executive agrees that the Company's remedies at law for a breach of such restrictions, covenants or forfeiture provisions will be inadequate and that, in connection with any such breach, the Company will be entitled, in addition to any other available remedies, to temporary and permanent injunctive relief without the necessity of proving actual damage or immediate or irreparable harm or for posting a bond. Notwithstanding the foregoing, if any court shall determine such restrictions, covenants or forfeiture provisions to be unreasonable, the parties agree to the reformation of such restrictions by the court to limits which it finds to be reasonable and that the Executive will not assert that such restrictions, covenants or forfeiture provisions should be eliminated in their entirety by such court or that this Agreement should be null and void or voidable.

3. In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement are held to be excessively broad as to duration, scope, activity or subject, such provisions will be construed by limiting and reducing them so as to be enforceable to the maximum extent compatible with applicable law.

4. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to the conflict of laws principles of any jurisdiction.

/s/ Robert W. Manly IV 9/25/2013  
Robert W. Manly IV Date

/s/ Michael H. Cole 9/25/2013  
Smithfield Foods, Inc. Date

By: Michael H. Cole

Title: Vice President and Chief Legal Officer

ANNEX 1

ROBERT W. MANLY IV

The payment dates are the anniversaries of the closing date of the Merger or the next business day as follows:

<u>Payment #</u>	<u>Payment Date</u>	<u>Amount</u>
1.	Six-month Anniversary	\$625,000.00
2.	First Anniversary	\$625,000.00
3.	Second Anniversary	\$625,000.00
4.	Third Anniversary	\$625,000.00

**SMITHFIELD FOODS, INC.**

**NONCOMPETE, NONSOLICITATION AND NONDISCLOSURE AGREEMENT**

THIS AGREEMENT is made by and between Smithfield Foods, Inc., a Virginia corporation (“Smithfield”) and Dennis H. Treacy (the “Executive”) as of the date below.

WHEREAS, Smithfield entered into an Agreement and Plan of Merger with Shuanghui International Holdings Limited, a corporation formed under the laws of the Cayman Islands (“Shaunghui”) and Sun Merger Sub, Inc., a Virginia corporation and wholly owned subsidiary of Shaungui (“Merger Sub”), pursuant to which Merger Sub will merge with and into Smithfield (the “Merger”), with Smithfield surviving the Merger as a wholly owned subsidiary of Shaungui,

WHEREAS, the Executive has been employed by Smithfield as its Executive Vice President and Chief Sustainability Officer, and Smithfield and the Executive intend that he continue in that position following the Merger;

WHEREAS, the Executive acknowledges that, as a result of the Executive’s historic employment by Smithfield and the Executive’s ongoing employment with Smithfield, the Executive has and/or will become familiar with the trade secrets of Smithfield and its subsidiaries (collectively, the “Company”). The Executive acknowledges and agrees that the Company would be irreparably damaged if the Executive directly or, indirectly through another Person, were to compete with the Company or provide services to any Person competing with the Company during the period covered by this Agreement (except as expressly permitted hereunder) and that such competition by the Executive would result in a significant loss of goodwill by the Company;

WHEREAS, the parties acknowledge that the Executive has had and will have access to and has obtained and shall continue to have access to and obtain proprietary knowledge, know-how, information, training and experience with respect to the Company, and has developed and/or will develop relationships with the Company’s lenders, customers, vendors, employees and others having business relationships with them, and there is a substantial probability that such proprietary knowledge, know-how, information, training, experience and relationships could be used to the substantial advantage of a competitor of the Company, and to the substantial detriment of the Company;

WHEREAS, Smithfield and the Executive acknowledge that any competition by the Executive would be especially harmful for the critical period for the Company following the Merger,

WHEREAS, the Executive acknowledges that his consent to an amendment to Smithfield Foods, Inc. Retention Bonus Plan is a condition to his receiving the benefits of this Agreement and he agrees to provide his consent to that amendment; and

---

WHEREAS, Smithfield acknowledges that it will be significantly benefited by the provisions of this Agreement that would prevent the Executive from competing with Smithfield following a termination of the Executive's employment;

NOW THEREFORE, in consideration of the promises and obligations by and between the parties under this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In exchange for the payments described on Annex 1 attached hereto, the Executive agrees as follows:

(a) For the period beginning at the effective time of the Merger and continuing until the third anniversary thereof (the "Restriction Period"), the Executive will not engage in any Competitive Activity (as defined below) within the Prohibited Territory (as defined below); and/or (b) as an employee, agent, partner, shareholder, member, investor, director, consultant, or otherwise assist others to engage in Competitive Activity within the Prohibited Territory. For purposes of this Agreement, the following terms shall have the following meanings:

(i) "Competitive Activity" means: (A) engaging in any aspect of the Business (as defined below) that the Executive was involved with on behalf of the Company at any time during the last twelve (12) months of the Executive's employment with the Company; (B) engaging in work for a competitor of the Company that is substantially similar to the work the Executive performed on behalf of the Company at any time during the last twelve (12) months of employment with the Company; and/or (C) engaging in any work for a competitor of the Company that is likely to result in the Executive's use or disclosure of any Confidential Information. Notwithstanding the preceding, neither owning the stock or options to acquire stock totaling less than five percent (5%) of the outstanding shares in a public company, nor work during the Executive's employment by Smithfield as required by and for the benefit of the Company, shall constitute by itself Competitive Activity.

(ii) "Business" means: (i) the business of hog producing and pork processing, including the production and marketing of fresh meat and packaged meats products both in the United States and internationally; and (ii) the business engaged in by the Company when the Executive's employment with Smithfield ends.

(iii) "Prohibited Territory" means: (a) the United States, Poland, Romania, the United Kingdom, Western Europe, Mexico and the People's Republic of China, and (b) the territory that the Executive assisted the Company to engage in its business within at any time during the last twelve (12) months of the Executive's employment with Smithfield.

(b) During the Restriction Period, the Executive will not (i) solicit, encourage, cause or attempt to cause any Restricted Customer (as defined below) to purchase any

services or products from any business other than the Company that are competitive with or a substitute for the services or products offered by the Company; (ii) sell or provide any services or products to any Restricted Customer that are competitive with or substitute for the Company's services or products; (iii) solicit, encourage, cause or attempt to cause any supplier of goods or services to the Company not to do business with or to reduce any part of its business, with the Company; or (iv) make any disparaging remarks about the Company or its business, services, affiliates, officers, managers, directors or management employees, whether in writing, verbally, or on any online forum. For purposes of this Agreement, "Restricted Customer" means: (A) any customer of the Company with whom the Employee had contact or communications at any time during the Employee's last twelve (12) months as a Company employee; (II) any customer of the Company for whom the Employee supervised the Company's dealings at any time during the Employee's last twelve (12) months as a Company employee; and/or (III) any customer of the Company about whom the Employee obtained any Confidential Information during the Employee's last twelve (12) months as a Company employee.

(c) During the Restriction Period, the Executive shall not, directly or indirectly: (i) hire or engage as an employee or as an independent contractor any person employed by the Company; (ii) solicit or encourage any employee or independent contractor to leave his or her employment or engagement with the Company; and/or (iii) hire or engage any person employed or engaged by the Company as of the Employee's last day of employment with the Company unless that person has been separated from the Company for over twelve (12) months

(d) The Executive acknowledges that his employment with the Company creates a privileged and confidential relationship between him and the Company, and that information concerning the business of the Company that is not in the public domain, nor available from sources other than the Company, including but not limited to, customer lists, pricing and cost data, customer accounts, trade secrets, product ideas, information and reports, formulas, algorithms, schematics, finances, methodologies, properties, analyses, summaries, notes, compilations, studies, methods of operation, procedures, processes, discoveries, inventions, concepts, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, operations, and information regarding employees, software in various states of development and related documentation, designs, drawings, design specifications, techniques, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, copyrightable materials and other such information, as well as photo, electronic or other copies or reproductions, in whole or in part, of any of the foregoing,

stored in whatever medium, including electronic or magnetic, (collectively, "Proprietary Information"), is confidential and/or proprietary in nature.

(i) The Executive agrees not to use any Proprietary Information, either directly or indirectly, that may be acquired or developed in connection with his employment with Smithfield for his own benefit or for the benefit of others. In addition, except as directed by the Company, he will not: (A) release, divulge, disclose, publish or communicate any Proprietary Information to any person whatsoever at any time, or (B) misappropriate, copy, remove from its premises, or otherwise take documents, records, reports, or files, whether in hardcopy or electronic format, which contain any Proprietary Information.

(ii) These restrictions on use and disclosure of Proprietary Information shall not apply to information: (a) that was generally known or available to the public (other than by reason of any violation of this Agreement by the undersigned); (b) that becomes generally known or available to the public (other than by reason of any violation by the undersigned of this Agreement) after the time of disclosure to the Executive by the Company or any of its representatives; (c) which was known or available to the Executive prior to his employment with the Company; (d) that the Company agrees is free of such restrictions, but only if such agreement is in writing and to the extent of such written agreement; or (e) that is required to be disclosed by law, regulation, or the valid order of a court or other governmental body, but only to the extent required by such law, regulation, or order, and only if the Executive first notifies the Company of the law, regulation, or order so as to permit the Company an opportunity to seek relief from disclosure.

2. The parties agree to the reasonableness of the restrictions, covenants and other provisions set forth in this Agreement and acknowledge that they have been negotiated at arms-lengths for fair and adequate consideration, and they agree that such restrictions, covenants and forfeiture provisions shall be legally enforceable. The Executive agrees that the Company's remedies at law for a breach of such restrictions, covenants or forfeiture provisions will be inadequate and that, in connection with any such breach, the Company will be entitled, in addition to any other available remedies, to temporary and permanent injunctive relief without the necessity of proving actual damage or immediate or irreparable harm or for posting a bond. Notwithstanding the foregoing, if any court shall determine such restrictions, covenants or forfeiture provisions to be unreasonable, the parties agree to the reformation of such restrictions by the court to limits which it finds to be reasonable and that the Executive will not assert that such restrictions, covenants or forfeiture provisions should be eliminated in their entirety by such court or that this Agreement should be null and void or voidable.

3. In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement are held to be excessively broad as to duration, scope, activity or subject, such provisions will be construed by limiting and reducing them so as to be enforceable to the maximum extent compatible with applicable law.

4. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to the conflict of laws principles of any jurisdiction.

/s/ Dennis H. Treacy \_\_\_\_\_ 9/25/2013 \_\_\_\_\_  
Dennis H. Treacy Date

/s/ Michael H. Cole \_\_\_\_\_ 9/25/2013 \_\_\_\_\_  
Smithfield Foods, Inc. Date

By: Michael H. Cole \_\_\_\_\_

Title: Vice President and Chief Legal Officer \_\_\_\_\_

ANNEX 1

DENNIS H. TREACY

The payment dates are the anniversaries of the closing date of the Merger or the next business day as follows:

<u>Payment #</u>	<u>Payment Date</u>	<u>Amount</u>
1.	Six-month Anniversary	\$375,000.00
2.	First Anniversary	\$375,000.00
3.	Second Anniversary	\$375,000.00
4.	Third Anniversary	\$375,000.00

## SUBSIDIARIES OF THE REGISTRANT

Set forth below is a list of each of the subsidiaries of Smithfield Foods, Inc. (other than subsidiaries whose names have been omitted in accordance with Regulation S-K Item 601(b)(21)(ii)) and their respective jurisdictions of organization.

NAME OF SUBSIDIARY	JURISDICTION OF ORGANIZATION
AgProtein, Inc.	North Carolina
Agri Plus Sp. z.o.o.	Poland
Agri Plus Wielkopolska S.A.	Poland
Agri Vet Sp. z.o.o.	Poland
Agroalim Distribution S.R.L.	Romania
Agroalim Logistic S.A.	Romania
American Skin Food Group LLC	North Carolina
Animex Foods, Sp. z.o.o.	Poland
Animex Foods Sp. z.o.o. S.K.A.	Poland
Animex Holding Sp. z o.o.	Poland
Animex Invest Sp. z o.o.	Poland
Animex Netherlands BV	Netherlands
Animex SF, Sp. z.o.o.	Poland
Animex SF, Sp. z o.o Agro S.K.A.	Poland
Animex SF, Sp. z o.o Euro Comfort Ltd. S.K.A.	Poland
Animex SF, Sp. z o.o GP S.K.A.	Poland
Animex SF, Sp. z o.o Parze S.K.A.	Poland
Animex Sp. z o.o.	Poland
Animpol S.A.	Poland
Animpol SF, Sp. z o.o	Poland
Armour-Eckrich Meats LLC	Delaware
Beef Liquidation Corp.	Delaware
Best Solutions LLC	Delaware
Brown's Realty Partnership	North Carolina
Carroll's Realty Partnership	North Carolina
Cattle Inventory, LLC	Delaware
CC32 Fundusz Inwestycyjny Zamkniety	Poland
Chief Milling Partners, Inc.	North Carolina
Cold Field Investments, LLC	Delaware
Duplin Marketing Company, LLC	North Carolina
Farmland Foods, Inc.	Delaware
Ferma Kraplewice Sp. z o.o.	Poland
Hofstede Beheer BV	Netherlands
Iowa Quality Meats, Ltd.	Iowa
John Morrell & Co.	Delaware
Jonmor Investments, Inc.	Delaware
Kansas City Sausage Company, LLC	Delaware
KC2 Real Estate LLC	Delaware
MF Energy, LLC	Delaware
Murphy-Brown LLC	Delaware
Murphy-Brown of Missouri LLC	Delaware

NAME OF SUBSIDIARY	JURISDICTION OF ORGANIZATION
Murphy Farms of Texahoma, Inc.	Oklahoma
North Side Investments, Inc.	Delaware
NPD Investments, Inc.	Delaware
Patcud Investments, Inc.	Delaware
Patelina SL	Spain
Patrick Cudahy, LLC	Delaware
PEK (London) Ltd.	United Kingdom
Pirin Agri S.R.L.	Romania
Pork Plus, LLC	North Carolina
Premium Pet Health, LLC	Delaware
Premium Standard Farms, LLC	Delaware
Prima Farms Sp. z o.o.	Poland
QTF Liquidation Corp.	Delaware
RMHF Liquidation, LLC	Delaware
SF Holding Sp. z o.o.	Poland
SF Investments, Inc.	Delaware
SF Marketing Sub, Inc.	Delaware
SFDS Global Holdings B.V.	Netherlands
SFFC, Inc.	Delaware
SFRMH Liquidation, Inc.	Delaware
Smithfield Asia Holdings, Limited	British Virgin Islands
Smithfield Bioenergy LLC	Delaware
Smithfield Canada Ltd.	Canada
Smithfield Capital Europe, B.V.	Netherlands
Smithfield Capital Trust I	Delaware
Smithfield-Carroll's Farms	Virginia
Smithfield Culinary Foods Group, LLC	Delaware
Smithfield Deli Group, Inc.	Delaware
Smithfield Ferme S.R.L.	Romania
Smithfield Foods de Mexico, S. de R.L. de C.V.	Mexico
Smithfield Foods Group Ltd.	United Kingdom
Smithfield Foods Ltd.	United Kingdom
Smithfield Global Products, Inc.	Delaware
Smithfield Innovations Group, LLC	Delaware
Smithfield Insurance Co. Ltd.	Bermuda
Smithfield International Group de Mexico, S. de R.L de C.V.	Mexico
Smithfield International Investments, Inc.	Delaware
Smithfield-Kinston LLC	Delaware
Smithfield Processare S.R.L.	Romania
Smithfield Prod S.R.L.	Romania
Smithfield Purchase Corporation	North Carolina
Smithfield Receivables Funding, LLC	Delaware
Smithfield Romania S.R.L.	Romania
Smithfield Specialty Foods Group, LLC	Delaware
Smithfield Strategic Sourcing & Service Co., Inc.	Delaware
Smithfield Trading Company, Inc.	Delaware
Smithfield Transportation Co., Inc.	Delaware

NAME OF SUBSIDIARY	JURISDICTION OF ORGANIZATION
Stefano Foods, Inc.	North Carolina
Tar Heel Turkey Hatchery, Inc.	North Carolina
Teclinal SL	Spain
Texas County Land, LLC	Delaware
The Smithfield Inn Corporation	Virginia
The Smithfield Packing Company, Incorporated	Delaware
Titan Global LLC	North Carolina
Wilmington Bulk, LLC	North Carolina

**Certifications**

I, C. Larry Pope, certify that:

1. I have reviewed this transition report on Form 10-K of Smithfield Foods, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 20, 2014

---

/s/ C. LARRY POPE

C. Larry Pope

**President and Chief Executive Officer**

**Certifications**

I, Kenneth M. Sullivan, certify that:

1. I have reviewed this transition report on Form 10-K of Smithfield Foods, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 20, 2014

---

/s/ KENNETH M. SULLIVAN

Kenneth M. Sullivan

Chief Financial Officer

